

EXHIBIT 1

EXHIBIT 2

EXHIBIT 3

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

(Mark One)

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended March 31, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☐ SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Date of event requiring this shell company report _____

For the transition period from _____ to _____

Commission File Number: 001-41800

Arm Holdings plc

(Exact name of registrant as specified in its charter)

England and Wales

(Jurisdiction of incorporation or organization)

**110 Fulbourn Road
Cambridge CB1 9NJ
United Kingdom
Tel: 44 (1223) 400 400**

(Address of principal executive offices)

**Spencer Collins
Arm Holdings plc
110 Fulbourn Road
Cambridge CB1 9NJ
United Kingdom
Tel: 44 (1223) 400 400**

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

On April 18, 2024, Qualcomm brought a new action in Delaware against us, asserting claims that were rejected for inclusion in the original action. In this new action, Qualcomm asserted that we failed to satisfy certain delivery obligations under Qualcomm's Architecture License Agreement with us (the "Qualcomm ALA"). On December 16, 2024, Qualcomm amended its complaint to add allegations relating to an Arm notice of breach of the Qualcomm ALA and related tort and anti-competition claims. On March 7, 2025, Qualcomm indicated that it planned to seek leave to amend its complaint again to add claims relating to an alleged breach of Qualcomm's Technology Licensing Agreement with us. We disagree with the assertions made by Qualcomm in this action and intend to vigorously defend against them. The case is currently set for trial on March 9, 2026.

We can provide no assurances regarding the outcome of either litigation or how the litigation will affect our relationship with or revenue from Qualcomm, which is currently a major customer of ours and accounted for 10% of our total revenue for the fiscal year ended March 31, 2025. These cases will likely require significant legal expenditures going forward and may also require substantial time and attention from our executives or employees, which could distract them from operating our business. Further, we are subject to antitrust laws and regulations in multiple jurisdictions, which could subject us to investigations by antitrust regulators. Our involvement in litigation with Qualcomm or in any antitrust investigation could cause us to incur significant reputational damage in the industry, in our relationship with Qualcomm or in our relationship with other third-party partners.

These matters can be time-consuming, divert management's attention and resources, and cause us to incur significant expenses. Any allegations made in the course of regulatory or legal proceedings may also harm our reputation, regardless of whether there is merit to such claims.

Errors, defects, bugs or security vulnerabilities in or associated with our products could expose us to liability and damage our brand and reputation, which could harm our competitive position and result in a loss of market share.

Our products have in the past and could have a substantial technical flaw or an undetected design error, which could result in unanticipated costs. Our products are used in billions of consumer and enterprise products across a wide range of industries, and many of these products are depended on by individuals and businesses. We use third-party AI software products in our business, including use by our engineers. AI software products rely on extracting and processing data from various sources, including third parties, and new training methods, and the resulting products offered by us or our customers may contain unknown or undetected defects and errors, or reflect unintended bias. The discovery of any design defect, fault or bug associated with our products, as well as any ensuing litigation or claims for indemnification could adversely affect our reputation and our relationships with partners, thereby having a material adverse effect on our business, results of operations, financial condition and prospects. Any such defects, faults or bugs could cause us to lose customers, increase our service costs, subject us to liability for damages or divert our resources from other tasks, any one of which could materially and adversely affect our business, results of operations, financial condition and prospects. The ramifications of a design defect, fault, or bug may be further exacerbated by the fact that many of our products are based on a common architecture and our new architecture products often are based on legacy products. Accordingly, a design defect, fault, or bug may affect multiple end products that are based on the same products, thereby potentially exposing us to additional liability and requiring additional resources to remedy the error.

In addition, our software could contain errors, defects or bugs, especially when first introduced or when new versions are released. Product errors, including those resulting from third-party suppliers and open-source vendors, could affect the performance or interoperability of our products, could delay the development or release of new products or new versions of products and could adversely affect market acceptance or perception of the quality and attractiveness of our products. Any such errors or delays in releasing new products or new versions of products, or allegations of unsatisfactory performance, could cause us to lose customers, increase our service costs, subject us to liability for damages or divert our resources from other tasks, any one of which could materially and adversely affect our business, results of operations, financial condition and prospects.

Security vulnerabilities have previously been, and may in the future be, identified in our products, and it is possible that vulnerabilities may not be mitigated before they become known. Publicity related to any such security vulnerabilities, whether accurate or inaccurate, and any attempted or successful exploitation of such vulnerabilities, may cause increased third-party attempts to identify additional security vulnerabilities or could result in litigation, indemnification or other regulatory actions or inquiries, which could harm our brand and have an adverse effect on our business and results of operations and financial performance.

EXHIBIT 4

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

(Mark One)

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

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For the fiscal year ended March 31, 2024

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Date of event requiring this shell company report _____

For the transition period from _____ to _____

Commission File Number: 001-41800

Arm Holdings plc

(Exact name of registrant as specified in its charter)

England and Wales

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(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

common architecture and our new products are often based on legacy products, adverse events related to our IP may have a more significant impact on us than if our products were less related.

We may be sued by third parties for alleged infringement, misappropriation or other violation of their IP rights or proprietary rights and our defense against these claims can be costly.

We have in the past been and may in the future be subject to claims by third parties alleging our infringement, misappropriation or other violation of third-party IP rights, including patent rights, or misuse of third-party confidential information. Under our customer agreements, we agree in some cases to indemnify our customers if a third party files a claim in court or another venue asserting that our products infringe such third party's IP rights. Although we do not agree to indemnify our customers' end customers, such end customers may be subject to infringement claims and may initiate claims against us as a result. Claims alleging infringement, misappropriation or other violation of third-party IP rights can result in costly and time-consuming litigation (regardless of their validity or merit), require us to enter into royalty or licensing arrangements, subject us to damages or injunctions restricting the sale of our products, result in the invalidation of a patent or family of patents, require us to refund license fees to our customers or to forgo future payments or require us to redesign or rebrand certain of our products, any one of which could have a material adverse effect on our business, results of operations, financial condition and prospects.

In addition to the time and expense required for us to satisfy our support and indemnification obligations to our customers and partners, any litigation could severely disrupt or shut down the business of our customers and partners, which in turn could damage our relations with them and have a material adverse effect on our business, reputation, results of operations, financial condition and prospects.

We are currently involved in pending litigation.

From time to time, we are involved in various legal, administrative and regulatory proceedings, claims, demands and investigations relating to our business, which may include claims with respect to commercial, product liability, IP, cybersecurity, privacy, data protection, antitrust, breach of contract, labor and employment, whistleblower, mergers and acquisitions and other matters. We are involved in pending litigation, including, but not limited to, lawsuits with Qualcomm Inc. and Qualcomm Technologies, Inc. (together "Qualcomm") and Nuvia, Inc. ("Nuvia"). In addition, our products are involved in pending litigation to which we are not a party. We cannot provide you any assurances regarding how any such litigation will be resolved, what benefits we will obtain or what losses we might incur.

On August 31, 2022, we sued Qualcomm and Nuvia in the U.S. District Court for the District of Delaware, on the basis that Qualcomm and Nuvia: (i) breached the termination provisions of Nuvia's Architecture License Agreement (the "Nuvia ALA") with us by failing to destroy technology Nuvia developed under the Nuvia ALA, which we terminated in March 2022 based on Nuvia's failure to obtain our consent to the assignment of the Nuvia ALA to Qualcomm; and (ii) will infringe our trademarks if Qualcomm uses them in connection with the Nuvia technology which is subject to a destruction obligation under the Nuvia ALA. Our complaint seeks, among other things, specific performance of the Nuvia ALA termination provisions to require Qualcomm and Nuvia to stop using and to destroy the relevant Nuvia technology, and to stop their improper use of our trademarks with their related products. We also seek declaratory judgment, injunctive relief and damages relating to Qualcomm's and Nuvia's breach of contract and infringement of our trademarks in connection with the relevant Nuvia technology. Qualcomm originally responded and brought a counterclaim against us seeking a declaratory judgment that after Qualcomm's acquisition of Nuvia, Qualcomm's proposed products are fully licensed from us under its separate license agreements with us and that it has complied with its contractual obligations to us and Nuvia did not breach the Nuvia ALA. On March 6, 2024, the Court denied-in-part Qualcomm's motion to amend its counterclaims, but allowed Qualcomm to raise a new claim alleging that Arm breached the termination provisions of the Nuvia ALA by continuing to use Nuvia confidential information following termination. The original claims are currently in the expert discovery phase, while the newly-added claims are currently in the fact discovery phase, with trial set for December 2024. On April 18, 2024, Qualcomm brought a new action in Delaware against Arm, asserting claims that were rejected in the Court's decision on March 6, 2024. In this new action, Qualcomm asserts that Arm failed to satisfy certain delivery actions. Qualcomm seeks to have us comply with contractual obligations that we allegedly breached, damages and additional relief. We disagree with each of the assertions made by Qualcomm (as referred to above) and intend to vigorously defend against them. We can provide no assurances regarding the outcome of either litigation or how the litigation will affect our relationship with Qualcomm, which is currently a major customer of ours and accounted for 10% of our total revenue for the fiscal year ended March 31, 2024. These cases will likely require significant legal expenditures going forward and may also require substantial time and attention from our executives or employees, which could distract them from operating our business. In addition, our involvement in such litigation could cause us to incur significant

EXHIBIT 5

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE DISTRICT OF DELAWARE
C.A. No. 24-490-MN

-----x
4 QUALCOMM INCORPORATED, a Delaware
5 corporation, QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,
6 Plaintiffs,
7 - against -
8 ARM HOLDINGS PLC., f/k/a ARM LTD., a U.K.
corporation

9 Defendant.
10
-----x

11
12 June 20, 2025
13 9:20 a.m.

14
15 *ATTORNEYS' EYES ONLY*
16

17 VIDEOTAPED DEPOSITION of MARTIN
18 WEIDMANN, held at the offices of PAUL WEISS
19 RIFKIND WHARTON & GARRISON, LLP, located at
20 1285 Avenue of the Americas, New York, New
21 York 10019, before Anthony Giarro, a
22 Registered Professional Reporter, a Certified
23 Realtime Reporter and a Notary Public of the
24 State of New York.
25

<p style="text-align: right;">Page 206</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>2 were acquired. We went from being a 3 public company, for example, to being a 4 private company. I'm not sure exactly 5 which of the things we were doing 6 differently because we were acquired as 7 opposed to just because the world was 8 changing.</p> <p>9 Q Do you feel that SoftBank 10 has pressured ARM to focus on increasing 11 its revenue and profits?</p> <p>12 MR. EMERICK: Objection, 13 form.</p> <p>14 A ARM is a business. I think 15 it's always been interested in growing 16 its revenues and profits.</p> <p>17 Q Do you think that that has 18 changed following SoftBank's acquisition?</p> <p>19 MR. EMERICK: Objection, 20 form.</p> <p>21 A I'm not sure I'm qualified 22 to really answer.</p> <p>23 Q Do you think that the IPO 24 changed ARM's business focus?</p> <p>25 MR. EMERICK: Objection,</p>	<p style="text-align: right;">Page 208</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>2 [REDACTED] 3 [REDACTED] 4 [REDACTED] 5 [REDACTED] 6 [REDACTED] 7 [REDACTED] 8 [REDACTED] 9 [REDACTED] 10 [REDACTED] 11 [REDACTED]</p> <p>12 Q But I'm not asking about the 13 [REDACTED]</p> <p>14 I'm just asking, are you 15 aware that ARM was withholding OOB test 16 results from Qualcomm [REDACTED] [REDACTED]?</p> <p>18 MR. EMERICK: Objection, 19 form.</p> <p>20 A So we're working in 21 accordance with [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>
<p style="text-align: right;">Page 207</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>2 form.</p> <p>3 A I'm sorry. I'm thinking. 4 Again, there are a lot of changes, which 5 of them are because we are IPO'd and 6 which of them are because the world is 7 changing. We have all new markets and 8 all new opportunities to go after. I'm 9 not sure I could point to which one is 10 which.</p> <p>11 Q I wanted to circle back on 12 one of the things we were discussing 13 earlier. We were talking about the 14 withholding of the OOB testing results 15 and the ACK patches.</p> <p>16 I wanted to ask you, do you 17 know if ARM was withholding OOB testing 18 results from Qualcomm [REDACTED] [REDACTED]?</p> <p>20 MR. EMERICK: Objection, 21 form.</p> <p>22 A So as previously discussed, [REDACTED] [REDACTED] [REDACTED]</p>	<p style="text-align: right;">Page 209</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>2 [REDACTED].</p> <p>3 Q Are you saying that ARM [REDACTED] [REDACTED] [REDACTED]?</p> <p>7 A I'm saying that we weren't [REDACTED] [REDACTED].</p> <p>11 Q So you were also not [REDACTED]?</p> <p>14 A The ACK documentation does 15 describe how it can be configured. And 16 partners are able to configure that 17 themselves. [REDACTED] [REDACTED] [REDACTED]</p> <p>20 Q But I guess I'm asking, from 21 your knowledge as a 30(b)(6) witness on 22 this topic, are you aware that ARM was 23 withholding OOB testing results from 24 Qualcomm?</p> <p>25 MR. EMERICK: Objection,</p>

<p style="text-align: right;">Page 210</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>2 form.</p> <p>3 A [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>10 Q I mean again, that's not 11 what I'm asking. I'm asking 12 specifically, the OOB testing results.</p> <p>13 A I would need to consult with 14 my colleagues as to the precise set of 15 things [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>19 Q [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>23 MR. EMERICK: Objection, 24 form.</p> <p>25 A As discussed, [REDACTED]</p>	<p style="text-align: right;">Page 212</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>2 (The above-referred-to 3 document was marked as QCX Exhibit 74 4 for identification, as of this date.)</p> <p>5 Q And QCX 74. 6 QCX 70 is the metadata for 7 71, 72, 73 and 74. All four of these 8 documents were produced from your 9 custodial files.</p> <p>10 If we start at QCX 71, which 11 is ARMQC00000083, can you please tell me 12 what this document is?</p> <p>13 A It's a bit difficult to read 14 in this state. But this appears to be 15 one of the files provided in one of the 16 XML bundles that we make available.</p> <p>17 Q When you say one of the XML 18 bundles that we make available, what are 19 you referring to?</p> <p>20 A The specifications are 21 provided as PDFs. Some of the 22 information is additionally provided in 23 other formats which are easier for 24 machines to read or process.</p> <p>25 Q So is this an architecture</p>
<p style="text-align: right;">Page 211</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>8 (The above-referred-to 9 document was marked as QCX Exhibit 70 10 for identification, as of this date.)</p> <p>11 Q I'm going to hand you a 12 series of exhibits here.</p> <p>13 This is QCX 70. 14 (The above-referred-to 15 document was marked as QCX Exhibit 71 16 for identification, as of this date.)</p> <p>17 Q QCX 71. 18 (The above-referred-to 19 document was marked as QCX Exhibit 72 20 for identification, as of this date.)</p> <p>21 Q QCX 72. 22 (The above-referred-to 23 document was marked as QCX Exhibit 73 24 for identification, as of this date.)</p> <p>25 Q QCX 73.</p>	<p style="text-align: right;">Page 213</p> <p>1 MARTIN WEIDMANN -- CONFIDENTIAL -- ATTORNEYS' EYES ONLY</p> <p>2 document?</p> <p>3 A It's a bit difficult to read 4 in this format. But based off the 5 metadata, it is a copy of the data from 6 the specification in a different format.</p> <p>7 Q Do you know why it's in the 8 format that it's in? I agree with you. 9 It's difficult to read.</p> <p>10 A So the PDFs are optimized 11 for humans to read. We provide the data 12 in other formats which are maybe more 13 optimal for machines to process. 14 Partners find machine processes more data 15 useful.</p> <p>16 Q So XML files are not 17 intended for humans to read?</p> <p>18 MR. EMERICK: Objection, 19 form.</p> <p>20 A I would say that humans are 21 welcome to read them and may often read 22 them. But they may be not optimized for 23 that.</p> <p>24 Q But you would agree with me 25 this is incredibly difficult to read?</p>

Page 226

1
2 CERTIFICATION
3
4

5 I, ANTHONY GIARRO, a Shorthand Reporter
6 and a Notary Public, do hereby certify that
7 the foregoing witness, MARTIN WEIDMANN, was
8 duly sworn on the date indicated, and that
9 the foregoing, to the best of my ability, is
10 a true and accurate transcription of my
11 stenographic notes.

12 I further certify that I am not
13 employed by nor related to any party to this
14 action.

15 
16
17

18 ANTHONY GIARRO
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24
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Page 227

1
2 ERRATA SHEET
3 VERITEXT/NEW YORK REPORTING, LLC
4 1-800-727-6396

5 330 Old Country Road 7 Times Square
6 Mineola, New York 11501 New York, New York
7 10036

8 NAME OF CASE: Qualcomm versus ARM

9 DATE OF DEPOSITION: June 20, 2025

10 NAME OF DEPONENT: Martin Weidmann

11 PAGE LINE (S) CHANGE REASON

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26 MARTIN WEIDMANN

27 SUBSCRIBED AND SWORN TO BEFORE ME
28 THIS ____ DAY OF _____, 20__.

29 (NOTARY PUBLIC) MY COMMISSION EXPIRES:

58 (Pages 226 - 227)

EXHIBIT 6

7/9/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.
Highly Confidential - Pursuant to Protective Order

Jignesh Trivedi

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, a
Delaware corporation, QUALCOMM
TECHNOLOGIES, INC., a Delaware
corporation

Plaintiff,

v.

C.A. No. 24-490-MN

ARM HOLDINGS PLC, f/k/a, ARM
LTD. a U.K. corporation
Defendant.

*** [REDACTED] ***

PURSUANT TO PROTECTIVE ORDER

VIDEOTAPED DEPOSITION OF JIGNESH TRIVEDI
WEDNESDAY, JULY 9, 2025
SAN DIEGO, CALIFORNIA

REPORTED BY: PATRICIA Y. SCHULER, CSR NO. 11949

DIGITAL EVIDENCE GROUP
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202) 232-0646

7/9/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.

Jignesh Trivedi

<p style="text-align: right;">Page 30</p> <p>1 A. I don't directly --</p> <p>2 Q. I apologize.</p> <p>3 A. My bad.</p> <p>4 Q. You don't interface with any of</p> <p>5 Qualcomm's customers, correct?</p> <p>6 A. Not directly.</p> <p>7 Q. Does Arm have a [REDACTED]?</p> <p>8 MS. NYARADY: Objection.</p> <p>9 THE WITNESS: Not that I am aware of.</p> <p>10 BY MR. JANES:</p> <p>11 Q. Does Qualcomm [REDACTED]</p> <p>12 [REDACTED]?</p> <p>13 MS. NYARADY: Objection to the extent that</p> <p>14 it calls for a legal conclusion.</p> <p>15 You can answer.</p> <p>16 THE WITNESS: I am not aware of [REDACTED], so I</p> <p>17 can't comment.</p> <p>18 BY MR. JANES:</p> <p>19 Q. Mr. Trivedi, does Arm compete unfairly?</p> <p>20 MS. NYARADY: Objection.</p> <p>21 THE WITNESS: That's not a call -- or an</p> <p>22 opinion I can provide. I would be guessing there.</p> <p>23 BY MR. JANES:</p> <p>24 Q. You are not aware of any facts showing</p> <p>25 that Arm competes unfairly?</p>	<p style="text-align: right;">Page 32</p> <p>1 MS. NYARADY: Objection; asked and</p> <p>2 answered.</p> <p>3 THE WITNESS: If the technology that we</p> <p>4 require to run the ACK, if that is not provided,</p> <p>5 that creates an impediment for us to run, one. If I</p> <p>6 am not able to run successfully, then it prevents me</p> <p>7 from running the compliance, two.</p> <p>8 So if the technology is not provided, it</p> <p>9 could hinder our ability, making us spend extra</p> <p>10 effort, making us guess when we are looking at test</p> <p>11 analysis to say whether it is a design issue or a</p> <p>12 test issue. Is it a test defect? And that adds a</p> <p>13 risk to our design process.</p> <p>14 BY MR. JANES:</p> <p>15 Q. One of the things that you listed was</p> <p>16 that Arm not providing certain materials prevented</p> <p>17 you from running the compliance.</p> <p>18 Do I have that right?</p> <p>19 A. It delayed, hindered us from what we need</p> <p>20 to run for compliance. And we had to guess in that</p> <p>21 scenario what -- we came up with what we think is</p> <p>22 the correct list, absent, for example, an OOB,</p> <p>23 which provides me a list.</p> <p>24 We provide Arm the target configuration</p> <p>25 of a CPU design, what features it is implementing.</p>
<p style="text-align: right;">Page 31</p> <p>1 MS. NYARADY: Objection.</p> <p>2 THE WITNESS: In the execution of my work,</p> <p>3 I was expecting certain things, which we did not get</p> <p>4 over the last couple of years.</p> <p>5 BY MR. JANES:</p> <p>6 Q. So your belief is that Arm not providing</p> <p>7 certain things to Qualcomm is a form of Arm</p> <p>8 competing unfairly; is that right?</p> <p>9 A. I can speak for the technical part. I</p> <p>10 did not get some of the technology that I needed to</p> <p>11 finish my work. I cannot comment beyond that.</p> <p>12 Q. Why do you think that is an example of</p> <p>13 Arm competing unfairly?</p> <p>14 A. Again, that's for a different set of</p> <p>15 folks to make that. I could not continue my work</p> <p>16 or I could not finish my work to the best of my</p> <p>17 ability as I would have liked because I did not get</p> <p>18 some of those things.</p> <p>19 Q. Well, Mr. Trivedi, I'm asking you. I</p> <p>20 asked you, do you know of any facts supporting that</p> <p>21 Arm competes unfairly, and you identified that Arm</p> <p>22 didn't provide certain things to you.</p> <p>23 And so my question is, why do you believe</p> <p>24 that Arm not providing certain materials to</p> <p>25 Qualcomm is an example of Arm competing unfairly?</p>	<p style="text-align: right;">Page 33</p> <p>1 We share that with Arm. As a response to that, Arm</p> <p>2 provides us a list, which is the OOB, which is an</p> <p>3 analysis of those tests, what tests you need to</p> <p>4 run, what are the status of those tests with Arm,</p> <p>5 of their Arm reference model. And if there are any</p> <p>6 test issues that Arm already knows about, that is</p> <p>7 an OOB.</p> <p>8 We can regenerate a list. We corroborate</p> <p>9 if that number matches. They update the list we</p> <p>10 have. But I don't get the failure analysis when I</p> <p>11 don't have an OOB. So that hinders me. It makes</p> <p>12 me spend more time analyzing something. And if I</p> <p>13 guess wrong or if I analyze wrong, that could be a</p> <p>14 design issue.</p> <p>15 Q. Mr. Trivedi, I'd like you to listen very</p> <p>16 carefully to the question I am asking you.</p> <p>17 You said that Arm not providing certain</p> <p>18 materials prevented you from running the compliance</p> <p>19 suite, correct?</p> <p>20 A. I said it hindered me or, you know, it</p> <p>21 added more work on our side.</p> <p>22 Q. Okay. So Arm not providing certain</p> <p>23 materials to Qualcomm did not prevent Qualcomm from</p> <p>24 running the compliance suite, correct?</p> <p>25 MS. NYARADY: Objection.</p>

9 (Pages 30 to 33)

7/9/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.

Jignesh Trivedi

<p>Page 110</p> <p>1 would be a fair statement, yes.</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p>Page 112</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 Q. Are you familiar with someone named Vivek Agrawal?</p> <p>8 A. Yes, I am. I interact with him on a</p> <p>9 weekly basis.</p> <p>10 Q. Who is Vivek Agrawal?</p> <p>11 A. He is my contact point to all -- for the</p> <p>12 ACK support, for ACK technology.</p> <p>13 Q. Does Vivek Agrawal work for the partner</p> <p>14 enablement team for Arm Technology Group?</p> <p>15 A. I interface with him for Arm technology</p> <p>16 enablement, ACK enablement. I don't know who else</p> <p>17 he interfaces with.</p> <p>18 Q. What I am trying to get at is, Vivek</p> <p>19 Agrawal works for Arm, right?</p> <p>20 A. Yes.</p> <p>21 Q. And he is -- he interfaces with you in</p> <p>22 connection with Qualcomm's efforts to verify that</p> <p>23 its custom cores are compliant with Arm's</p> <p>24 architecture, right?</p> <p>25</p>
<p>Page 111</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>	<p>Page 113</p> <p>1 A. Broadly speaking, you can say that, yes.</p> <p>2 Q. What are all the categories of materials</p> <p>3 that you either request from Vivek or that Vivek</p> <p>4 provides to you?</p> <p>5 A. We request an ACK -- a generic ACK</p> <p>6 download. We provide a target config which is</p> <p>7 specific to the design that we are targeting to</p> <p>8 Vivek. In return, he provides me an OOB, which is</p> <p>9 the technical list of -- sorry, the reference list</p> <p>10 of tests, technical analysis of those failures, and</p> <p>11 results on Arm's side.</p> <p>12 ET Checker, if we need any help looking</p> <p>13 it up, making it functional so that the ACK tests</p> <p>14 can run. Any issues we see as we get a new ACK and</p> <p>15 we are trying to get -- bring it up generically</p> <p>16 before I make any design-specific change in it.</p> <p>17 There could be issues that we face there, correct.</p> <p>18 Q. Are there any other categories of</p> <p>19 materials that you either request from Mr. Agrawal</p> <p>20 or that he provides to you?</p> <p>21 A. Test patches for sure. So we submit test</p> <p>22 defects, test issues as we see them. And then an</p> <p>23 adjudication or -- or Arm's analysis, rather, of</p> <p>24 whether they agree it is a test issue or their</p> <p>25 analysis of -- so no, it's not a test issue; it's a</p>

7/9/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.

Jignesh Trivedi

Highly Confidential - Pursuant to Protective Order

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1 BY MS. NYARADY:

2 Q. Arm's counsel asked you a number of
3 questions using the term "[REDACTED]"
4 When you were answering those questions,
5 did you have in mind any definition other than the
6 plain English definition of "[REDACTED]"?

7 A. I tried to clarify earlier that "[REDACTED]"
8 is like flow flush and ACK, if there's dual issues
9 and so on. The OOB is technology we need to know
10 what tests we need to run. Any test issues are
11 technology because Arm, if they decide it's a test
12 issue, would provide us a source code to allow us
13 to back up by patching the test. That's Arm
14 technology that needs to be provided.

15 So those are the two things that come to
16 mind, and I tried to allude to that during the
17 discussion.

18 Q. Are you aware of any special definition
19 of "[REDACTED]" that is in, for example, the contracts
20 between Arm and Qualcomm?

21 A. I am not aware of that.

22 Q. Okay. Did Qualcomm ever enable the "[REDACTED]"
23 "[REDACTED]" in any CPUs that were verified
24 during the time that Arm was withholding can
25 "[REDACTED]"?

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1 the record shows you answered "to clarify earlier
2 that "suspect" is flow flush in ACK.

3 Instead of "suspect," you meant to say
4 "[REDACTED]" correct?

5 A. Let me restate that.

6 As a generic ACK package is given to us
7 to generate any test for any configuration, it
8 needs to work in our environment. There could be
9 two issues, there could be version issues and so
10 on. Those are generic issues, nothing specific to
11 our design at all. To bring the ACK up and
12 running, I consider that "[REDACTED]"

13 After that point, when I have a specific
14 design configuration and the tests start running,
15 if those tests fail, patches for those tests would
16 be Arm technology that is Arm code, Arm C-code that
17 is helping us verify the CP architecture.

18 MR. JANES: Thank you, Mr. Trivedi.
19 Nothing further.

20 THE VIDEOGRAPHER: This concludes today's
21 deposition of Mr. Jignesh Trivedi at 3:38.

22 (The videotaped deposition of
23 JIGNESH TRIVEDI concluded at 3:38 p.m.)
24
25

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1 A. [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]

5 Q. And was Qualcomm forced to disable that
6 feature because of Arm's lack of support?

7 MR. JANES: Objection; form.

8 THE WITNESS: We had to mark those tests
9 as a waiver when had actually had the feature
10 implemented. And it did play a role in the
11 Kaanapali v1 whether we could do ED or not.

12 MS. NYARADY: No further questions.

13 FURTHER EXAMINATION

14 BY MR. JANES:

15 Q. I just want to clarify. The record says
16 on your answer that "Suspect this flow flush and
17 ACK."

18 You said, "[REDACTED]" not "suspect,"
19 right?

20 A. Sorry. Can you repeat that, please?

21 Q. Sure.

22 You were asked -- when were answering
23 these questions, did you have any -- in mind any
24 definition of "[REDACTED]" other than the plain
25 English definite of "[REDACTED]," and you answered --

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1 I, Patricia Y. Schuler, a Certified
2 Shorthand Reporter of the State of California, do
3 hereby certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a
8 verbatim record of the proceedings was made by me
9 using machine shorthand which was thereafter
10 transcribed under my direction; that the foregoing
11 transcript is a true record of the testimony given.

12 Further, that if the foregoing pertains
13 to the original transcript of a deposition in a
14 Federal Case, before completion of the proceedings,
15 review of the transcript [X] was [] was not
16 requested.

17 I further certify I am neither
18 financially interested in the action nor a relative
19 or employee of any attorney or party to this
20 action.

21 IN WITNESS WHEREOF, I have this date
22 subscribed my name.

23 Dated: July 12, 2025

24 PATRICIA Y. SCHULER
25 CSR NO. 11949

65 (Pages 254 to 257)

EXHIBIT 7

**Qualcomm Incorporated**

5775 Morehouse Drive, San Diego, CA 92121

www.qualcomm.com

VIA ELECTRONIC AND REGISTERED MAIL

December 5, 2022

Spencer Collins
EVP, Chief Legal Officer
ARM Limited
110 Fulbourn Road
Cambridge, CB1 9NJ
United Kingdom

Dear Spencer,

We have not received confirmation of your receipt of my November 3, 2022 letter, a copy of which is attached hereto. That letter served as Qualcomm's written notice to ARM of ARM's non-compliance with [REDACTED] of Qualcomm's Architecture License Agreement (ALA).

This letter is Qualcomm's second written notice of non-compliance in accordance with the notice process set forth in [REDACTED] of the ALA. ARM must cure this non-compliance per the time and procedures set forth therein, or Qualcomm intends to exercise its remedies under [REDACTED]

Best regards,

Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated

cc: Dawn Hill, Account Manager, dawn.hill@arm.com (via electronic and registered mail)
Jason Child, EVP and Chief Financial Officer, jason.child@arm.com (via electronic and registered mail)
Rene Haas, Chief Executive Officer, Rene.Haas@arm.com (via electronic and registered mail)
Chief Operating Officer (via registered mail; no name or address to send via electronic mail)

Qualcomm

Letter to ARM dated November 3, 2022



Qualcomm Incorporated
5775 Morehouse Drive, San Diego, CA 92121
www.qualcomm.com

VIA ELECTRONIC & REGISTERED MAIL

November 3, 2022

Spencer Collins
EVP, Chief Legal Officer
Arm Limited
110 Fulbourn Road
Cambridge, CB1 9NJ
United Kingdom

Dear Spencer,

I write to respond to your October 16, 2022 letter. With respect to your interpretation of the NUVIA and Qualcomm ALAs, there is no further need to address that here. Suffice to say we disagree in every respect with ARM's interpretation of these agreements. We refer you to Qualcomm's pleadings.

That said with respect to ARM's failure to engage in its support obligations, we want to make clear that Qualcomm is invoking its remedies under [REDACTED]. Under [REDACTED]

[REDACTED]
breach of [REDACTED]. Please construe this letter as Qualcomm's required notice under [REDACTED] that ARM is not in compliance with its obligations under [REDACTED] and that ARM must cure this breach in accordance with the time and procedures set forth therein.

We also note that [REDACTED]
[REDACTED]

Finally, I also respond to your email dated October 12, 2022. As I am sure you are aware, there is a weekly sync meeting between engineers at Qualcomm and ARM to discuss various technical issues that arise during the verification test process. We trust that you have no issues with these meetings proceeding.

Best Regards,

Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated

cc: Dawn Hill (via registered mail)
Inder Singh (via registered mail)

EXHIBIT 8

Page 1

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE
QUALCOMM INCORPORATED a Delaware corporation,) Case No.
QUALCOMM TECHNOLOGIES, INC., a Delaware) 24-490-MN
corporation,)
)
Plaintiffs,)
)
vs.)
)
ARM HOLDINGS PLC, f/k/a ARM LTD., a U.K.)
corporation,)
)
Defendant.)

[REDACTED] VIDEOTAPED

DEPOSITION OF VIVEK N. AGRAWAL
Palo Alto, California
Friday, July 11, 2025

REPORTED BY: Derek L. Hoagland
CSR No. 13445

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1 change of position. All right. Let's try this again.
2 BY MS. NYARADY:
3 Q. Mr. Agrawal, what partner other than Qualcomm do
4 you interact with on a regular basis as part of -- as
5 part of your current job responsibilities?
6 A. [REDACTED]
7 Q. [REDACTED]
8 Okay. Let's take a look at QCX 233.
9 (Exhibit No. 233 marked for identification.)
10 BY MS. NYARADY:
11 Q. And that is QCVARM_688932 to 934. Now, this is
12 a series of emails between you and Mr. Trivedi, right?
13 A. Yes.
14 Q. If you go to the last email -- it starts on
15 page 933 -- oh, actually, no. The second-to-last email.
16 That is on page 933. You are writing to Mr. Trivedi,
17 and you're telling him that you've canceled the sync
18 meeting.
19 The sync meeting, those are the weekly kind of
20 scheduled meetings that you have unless you -- you don't
21 have enough for an agenda. Is that right?
22 A. Yes.
23 Q. Okay. So you're talking about rescheduling the
24 weekly meeting to a different time. You think a half
25 hour is going to be enough, and then you say:

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 Do you see that?
5 A. Yes.
6 Q. [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 MR. JANES: Mr. Agrawal, I just caution you not
10 to disclose the substance of an attorney-client
11 privileged communication, but you can answer that in a
12 "yes" or a "no," or an "I don't know" if you don't know.
13 THE DEPONENT: [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 BY MS. NYARADY:
17 Q. [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 MR. JANES: Object to form. And I'll just
21 caution you not to disclose the substance of any
22 communication that you may or may not have had with an
23 attorney. If you can answer otherwise, you can do so.
24 THE DEPONENT: I do not recall.
25 ///

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1 BY MS. NYARADY:
2 Q. Okay. And when you say "[REDACTED],"
3 do you recall who that [REDACTED] came from?
4 A. No. I don't remember. [REDACTED]
5 [REDACTED]
6 Q. Okay. You just don't -- as you sit here today,
7 you don't recall?
8 A. Yes.
9 Q. Okay. At the top of that same page that we're
10 looking at, 933, Mr. Trivedi is writing to you, and in
11 the second paragraph he says, "As we discussed" -- so
12 this is October 6th of 2022, so, you know, a week or a
13 little bit over a week later, he writes to you, and he
14 says:
15 "As we discussed, my team is targeting mid to
16 late December 2022 for final compliance report using the
17 July 2022 ACK release."
18 And then he says:
19 "Hence, I wanted to request the OOB for this
20 newly uploaded configuration, which will confirm the
21 precise test list. We will need to pass for
22 architectural compliance."
23 Do you see that paragraph?
24 A. Yes.
25 Q. Okay. So Mr. Trivedi is asking you for an OOB

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1 for the newly uploaded configuration, and then I would
2 like to go to the next email, which is on page 932. And
3 you respond to Mr. Trivedi on October 10th of 2022, and
4 you say:
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 Do you see that?
10 A. Yes.
11 Q. And so again you're telling Mr. Trivedi that [REDACTED]
12 [REDACTED], correct?
13 [REDACTED]
14 A. Yes, I'm saying so.
15 Q. Then if we go to the top email, this is in
16 October 13th of 2022, so a few days later. You say, [REDACTED]
17 [REDACTED]
18 [REDACTED] when you write to Mr. Trivedi. And
19 you say that:
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 Do you see that?

25 (Pages 94 - 97)

<p style="text-align: right;">Page 98</p> <p>1 A. Yes.</p> <p>2 Q. So at this point in time, is it fair to say that [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 MR. JANES: Mr. Agrawal, I will caution you not</p> <p>7 to disclose the contents of a privileged conversation.</p> <p>8 But you can answer that in a "yes," "no," or "I don't</p> <p>9 know" or "I don't remember."</p> <p>10 THE DEPONENT: What was your exact question</p> <p>11 here?</p> <p>12 BY MS. NYARADY:</p> <p>13 Q. Sure. So at this point in time, in October of</p> <p>14 '22, [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 MR. JANES: Same instruction.</p> <p>18 THE DEPONENT: Yes. At that moment, since I did</p> <p>19 not hear anything other way around, [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 BY MS. NYARADY:</p> <p>22 Q. And that remained true until January of 2025,</p> <p>23 correct?</p> <p>24 A. Yes. I was maintaining that same position until</p> <p>25 January 2025.</p>	<p style="text-align: right;">Page 100</p> <p>1 [REDACTED] ?</p> <p>2 MR. JANES: Same instruction, Mr. Agrawal.</p> <p>3 THE DEPONENT: [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 MS. NYARADY: Okay. Let's move to QCX 234.</p> <p>10 (Exhibit No. 234 marked for identification.)</p> <p>11 34.</p> <p>12 MS. NYARADY: And this is a document Bates</p> <p>13 numbered QCVARM_689117 through 120, and there's two</p> <p>14 emails in this chain. Both of them start on the first</p> <p>15 page there at 117.</p> <p>16 So the bottom email is Mr. Trivedi on</p> <p>17 October 26th, 2022, writing to you, and he says that he</p> <p>18 uploaded the Pakala target config file, and then he's</p> <p>19 giving you a list of -- at the bottom there, he says,</p> <p>20 "Test or AEM errors/fails," and then there's a couple of</p> <p>21 pages of -- of that list.</p> <p>22 BY MS. NYARADY:</p> <p>23 Q. Does that accurately describe what's going on in</p> <p>24 this email?</p> <p>25 A. What Jignesh has written, I'm not sure if I</p>
<p style="text-align: right;">Page 99</p> <p>1 Q. The email on -- on page 932, did you write that</p> <p>2 second paragraph, the one that starts [REDACTED]</p> <p>3 [REDACTED] ?</p> <p>4 A. No, I did not write this paragraph.</p> <p>5 Q. Who wrote that paragraph for you?</p> <p>6 MR. JANES: Mr. Agrawal, I will caution you not</p> <p>7 to disclose the substance of any communication you may</p> <p>8 or may not have had with an attorney. If you can answer</p> <p>9 outside of that, you can do so.</p> <p>10 THE DEPONENT: I don't recall exactly who was</p> <p>11 that person or name, [REDACTED].</p> <p>12 BY MS. NYARADY:</p> <p>13 Q. Do you recall whether [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED] ?</p> <p>16 MR. JANES: Mr. Agrawal, you can answer that in</p> <p>17 a "yes," "no," "I don't know," or "I don't remember,"</p> <p>18 but do not disclose the substance of any communication</p> <p>19 you may or may not have had with an attorney.</p> <p>20 THE DEPONENT: I do not remember whether it was</p> <p>21 [REDACTED]</p> <p>22 [REDACTED].</p> <p>23 BY MS. NYARADY:</p> <p>24 Q. I just want to make sure I understand.</p> <p>25 [REDACTED]</p>	<p style="text-align: right;">Page 101</p> <p>1 recall those things specifically, but you're saying AEM</p> <p>2 Pakala report, right?</p> <p>3 Q. Right. So he's sending you an AEM errors Pakala</p> <p>4 report and he's telling you that for Pakala, for the CPU</p> <p>5 that is code named Pakala, that he is aiming, targeting,</p> <p>6 a tentatively December 2022 to early January 2023 ACK</p> <p>7 compliance, right?</p> <p>8 MR. JANES: Object to form.</p> <p>9 THE DEPONENT: Yes. He sent this.</p> <p>10 BY MS. NYARADY:</p> <p>11 Q. Okay. And then you respond the same day,</p> <p>12 October 26, 2022, and you say:</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED] ?</p> <p>18 A. At this moment, I am not sure what [REDACTED]</p> <p>19 [REDACTED].</p> <p>20 (Reporter clarification.)</p> <p>21 THE DEPONENT: [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]. I -- I do not recall that.</p> <p>25 ///</p>

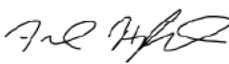
<p style="text-align: right;">Page 194</p> <p>1 [REDACTED]</p> <p>2 MR. JANES: Object to form.</p> <p>3 THE DEPONENT: Since you are saying about the</p> <p>4 verifications, so verification is not an area for the</p> <p>5 custom CPU cores. We only do the compliance.</p> <p>6 BY MS. NYARADY:</p> <p>7 Q. Well, I said verify compliance, so maybe I'll</p> <p>8 just ask it without using the word "verify," if that's</p> <p>9 bothering you.</p> <p>10 Based on your conversations with Jignesh</p> <p>11 Trivedi, do you understand that it's been harder for</p> <p>12 Qualcomm to certify compliance for its custom cores?</p> <p>13 MR. JANES: Same objection.</p> <p>14 THE DEPONENT: No. I don't recall any such</p> <p>15 conversation that it is hard for them.</p> <p>16 BY MS. NYARADY:</p> <p>17 Q. He hasn't communicated to you that there are</p> <p>18 certain things that he needs in order to certify</p> <p>19 compliance with its custom cores?</p> <p>20 A. No. I don't recall any such conversation at the</p> <p>21 moment.</p> <p>22 Q. Do you think it's been harder for Qualcomm to</p> <p>23 certify compliance in the absence of an OOB and patches</p> <p>24 and signoff?</p> <p>25 A. So since there are three whole things together,</p>	<p style="text-align: right;">Page 196</p> <p>1 MS. NYARADY: Okay. No further questions.</p> <p>2 MR. JANES: No questions from me. Thank you,</p> <p>3 Mr. Agrawal.</p> <p>4 THE VIDEOGRAPHER: We're off the record at</p> <p>5 6:02 p.m., and this concludes today's given by</p> <p>6 Vivek Agrawal. The total number of media used was six</p> <p>7 and will be retained by Veritext Legal Solutions.</p> <p>8 (Proceeding Concludes at 6:02 p.m.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p style="text-align: right;">Page 195</p> <p>1 so I would like to separate them, because the OOB is</p> <p>2 something -- it is automated process, so we have enabled</p> <p>3 all of our partners that they can do the OOB by them</p> <p>4 self. So I don't think of any partner who has been</p> <p>5 working on the ACK, at least for one generation of the</p> <p>6 product. It is not -- it is not hard, in anything hard,</p> <p>7 because automation is script and documentation.</p> <p>8 Everything is there with the ACK. And whatever we do,</p> <p>9 that would be same things partner can do by them self.</p> <p>10 Q. What about withholding signoff, do you think</p> <p>11 that's made it more difficult to achieve certified</p> <p>12 compliance?</p> <p>13 MR. JANES: Object to form.</p> <p>14 THE DEPONENT: I am not aware of the -- how --</p> <p>15 how signoff can be making things harder for them. I'm</p> <p>16 not sure.</p> <p>17 BY MS. NYARADY:</p> <p>18 Q. Because it's not required?</p> <p>19 A. It is required, but I have an idea why it is</p> <p>20 required from the ARM's per -- perspective, but I'm not</p> <p>21 sure what is required from the partner's perspective.</p> <p>22 What I understand, yes, ARM requires partners to do the</p> <p>23 compliance signoff. I am not sure what is the</p> <p>24 partner's -- if anything is making things harder for the</p> <p>25 partner.</p>	<p style="text-align: right;">Page 197</p> <p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3 STATE OF CALIFORNIA) ss.</p> <p>4 I, DEREK L. HOAGLAND, CSR #13445, State of California,</p> <p>5 do hereby certify:</p> <p>6 That prior to being examined, the witness named in the</p> <p>7 foregoing proceeding was by me sworn to testify to the</p> <p>8 truth, the whole truth and nothing but the truth;</p> <p>9 That said proceeding was taken down by me by stenotype</p> <p>10 at the time and place therein stated and thereafter</p> <p>11 transcribed under my direction into computerized</p> <p>12 transcription.</p> <p>13 I further certify that I am not of counsel nor attorney</p> <p>14 for nor related to the parties hereto, nor am I in any</p> <p>15 way interested in the outcome of this action.</p> <p>16 In compliance with section 8016 of the Business and</p> <p>17 Professions Code, I certify under penalty of perjury</p> <p>18 that I am a certified shorthand reporter with license</p> <p>19 number 13445 in full force and effect.</p> <p>20 Witness my hand this 14th day of July, 2025.</p> <p>21</p> <p>22</p> <p>23 </p> <p>24 _____</p> <p>25 DEREK L. HOAGLAND, CSR #13445</p>

EXHIBIT 9



110 Fulbourn Road
Cambridge, CB1 9NJ
United Kingdom
Spencer.Collins@arm.com

January 8, 2025

VIA E-MAIL ONLY

Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated
5775 Morehouse Drive
San Diego, CA 92121-1714
AChaplin@qualcomm.com

Privileged & Confidential

Dear Ann:

I write concerning Qualcomm's Architecture License Agreement ("Qualcomm ALA") and certain CPUs that include designs and code acquired in the Nuvia acquisition ("Nuvia CPUs", including at a minimum Qualcomm's [REDACTED] products).

[REDACTED]
[REDACTED] and while Arm's ongoing legal challenges are pending, [REDACTED]
[REDACTED] Arm therefore withdraws the pending October 22, 2024 notice of material breach. [REDACTED]
[REDACTED]

Arm's prior correspondence and relevant court filings in the Delaware litigation reflect Arm's legal position regarding the scope of the Qualcomm ALA and the required actions



that Nuvia acting in concert with Qualcomm must take in light of the termination of the Nuvia ALA on March 1, 2022. Arm's future legal filing will reflect its legal position regarding the non-final verdict, a new trial and judgment in the legal case. Arm reserves all rights and none of Arm's conduct, support and verification reflects a waiver of Arm's present or future rights or claims.

Qualcomm may wish to share this notice with its customers only on a confidential basis, and Arm confirms Qualcomm may do so.

Sincerely,

A handwritten signature in black ink, appearing to read 'Spencer Collins', written over a horizontal line.

Spencer Collins
EVP, Chief Legal Officer
Arm Limited

EXHIBIT 10

Message

From: Rene Haas [Rene.Haas@arm.com]
Sent: 31/08/2022 18:50:36
To: pcarmack@google.com
CC: Saumil Shah [Saumil.Shah@arm.com]
Subject: Arm News
Attachments: Letter 2 Aug.pdf

Dear Phil,

I want to personally inform you regarding some news you may hear about in the press soon. Today we have filed a lawsuit against Qualcomm and Nuvia for breach of contract and trademark infringement. As an intellectual property company, Arm must act to protect our rights and the rights of our ecosystem.

In connection with Qualcomm's acquisition of Nuvia, Qualcomm attempted to transfer Nuvia licenses without Arm's consent, which is a standard restriction under Arm's license agreements. Nuvia's licenses therefore terminated in March 2022. Before and after that date, Arm made multiple good faith efforts to seek a resolution. Whereas in contrast, Qualcomm has breached the terms of the Arm license agreement by continuing development under the terminated licenses.

Qualcomm has failed to comply with those provisions, as we told Qualcomm by letter dated August 2, 2022 (enclosed). As set forth in that letter, "after termination, Qualcomm is not authorized to make, use, sell, or import a product incorporating designs or derivatives of the Nuvia technology" and "any resulting products will not be protected by any existing license agreement." Despite this, Qualcomm continues to indicate publicly a plan to use the technology developed under the former Nuvia license.

Arm takes pride in our role as innovator of the world's most critical semiconductor IP and the billions of devices that run on Arm. These technological achievements have required years of research and significant costs, they must be recognized and respected. We will work vigorously to protect what is rightfully ours and we are confident that the courts will agree with us.

In the meantime, there will be no disruptions to your partnership with Arm and you can continue to expect world-class products and support. Please do not hesitate to reach out if you have any questions.

Regards,

Rene Haas

CEO

Arm

EXHIBIT 11

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, a)
Delaware corporation, QUALCOMM)
TECHNOLOGIES, INC., a Delaware)
corporation,)
Plaintiffs,)
vs.) C.A. No. 24-490 (MN)
ARM HOLDINGS PLC, f/k/a ARM)
LTD., a U.K. corporation,)
Defendant.)
_____)

VIDEO-RECORDED DEPOSITION OF RENE HAAS

Monday, July 7, 2025
Palo Alto, California

Stenographically Reported By:
Hanna Kim, CLR, CSR No. 13083
Job No. 7428967

<p style="text-align: right;">Page 14</p> <p>1 You understand your deposition today is in 2 a separate case brought by Qualcomm against ARM 3 based on information that Qualcomm learned in the 4 first case? 5 MR. LoCASCIO: Same objection. 6 THE WITNESS: Yes, I believe so. 7 BY MS. DUNN: 8 Q. Okay. And you also understand that the 9 jury in the December 2024 trial found that Qualcomm 10 had not breached the NUVIA ALA and that the Qualcomm 11 CPUs that include designs acquired in the NUVIA 12 acquisition are licensed under the Qualcomm ALA? 13 Do you recall that? 14 MR. LoCASCIO: Objection to form. 15 THE WITNESS: I'm sorry, can you repeat 16 that again, Karen? 17 BY MS. DUNN: 18 Q. Sure. 19 And you understand that the jury in the 20 December 2024 trial found that Qualcomm had not 21 breached the NUVIA ALA and that the Qualcomm CPUs 22 that include designs acquired in the NUVIA 23 acquisition are licensed under the Qualcomm ALA? 24 A. I -- 25 MR. LoCASCIO: Same objection.</p>	<p style="text-align: right;">Page 16</p> <p>1 A. Yes. 2 Q. Right. 3 And that was the letter that was marked of 4 "high importance" with the red exclamation point we 5 talked about at the trial? 6 MR. LoCASCIO: Object to form. 7 THE WITNESS: Yeah, can you repeat that? 8 I'm sorry. 9 BY MS. DUNN: 10 Q. It's okay. 11 You recall testifying that the May 2023 12 letter that Mr. Abbey sent was misleading because it 13 quoted ARM's claim when it said that it was quoting 14 the contract? 15 Do you recall that? 16 MR. LoCASCIO: Object to form. 17 THE WITNESS: I -- I recall the 18 discussion, yes. 19 BY MS. DUNN: 20 Q. Okay. And at the time of trial, I asked 21 you if, when you realized that ARM had sent out a 22 misleading letter to customers, you had gone back to 23 the customers to tell them that the letter was 24 inaccurate. 25 Do you recall that?</p>
<p style="text-align: right;">Page 15</p> <p>1 THE WITNESS: I believe so. 2 BY MS. DUNN: 3 Q. Okay. Great. All right. 4 And you also recall then at the 5 December 2024 trial you testified that on August 31, 6 2022, the day ARM filed its Complaint against 7 Qualcomm, ARM reached out to customers? 8 A. I'm not sure I understand that question. 9 Q. Okay. You recall in the trial that we had 10 you testified about outreach to customers at the 11 same time that ARM had filed its Complaint? 12 A. Yes. 13 Q. Right. 14 And you recall that you personally sent a 15 letter to [REDACTED] top executives at customers; correct? 16 A. Yes. 17 Q. And you recall testifying that those 18 customers were shared by ARM and Qualcomm; correct? 19 MR. LoCASCIO: Object to form. 20 THE WITNESS: Yes. 21 BY MS. DUNN: 22 Q. Okay. And you also recall that we talked 23 about at trial that about eight months later, in 24 May of 2023, your colleague Will Abbey sent a 25 follow-up letter to customers; correct?</p>	<p style="text-align: right;">Page 17</p> <p>1 MR. LoCASCIO: Object to form. 2 THE WITNESS: I recall that discussion. 3 BY MS. DUNN: 4 Q. Okay. And you recall that at the time of 5 trial you told me that ARM had not reached out to 6 customers to tell them that the letter was 7 inaccurate; right? 8 MR. LoCASCIO: Object to form. 9 THE WITNESS: I'm sorry, can you repeat 10 that? 11 BY MS. DUNN: 12 Q. Okay. You recall that when I asked you 13 about the letter at trial and I asked you if ARM at 14 that point had reached out to customers to correct 15 the misleading letter, you had said that ARM had not 16 at that point reached out to customers. 17 MR. LoCASCIO: Same objection. 18 THE WITNESS: I don't recall that exactly. 19 BY MS. DUNN: 20 Q. Okay. So just for your benefit, I asked 21 you, "And when you realized that you had sent this 22 incorrect letter accusing Qualcomm of breach and 23 citing something that's not contract language, did 24 you go back to all the customers and tell them that 25 you were wrong?"</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 And you answered, "No, we did not, not to 2 my knowledge." 3 Does that help refresh your recollection? 4 A. That helps refresh my recollection, yeah. 5 Q. Okay. And that was your testimony; right? 6 A. That is what I recall. 7 Q. Okay. And so since that date, 8 December 16th, 2024, when you testified to this 9 effect, and this date, July 7th, 2025, has ARM now 10 gone back to the customers to correct the misleading 11 letter? 12 MR. LoCASCIO: Object to form. 13 THE WITNESS: Not to my knowledge. 14 MS. DUNN: Okay. 15 THE COURT REPORTER: Counsel, can I ask 16 you to slow down, please. 17 MS. DUNN: Yes, I'd be happy to. 18 BY MS. DUNN: 19 Q. Okay. All right. 20 Now, when you were deposed in December of 21 2023, you testified that [REDACTED] [REDACTED]. 24 And at the time of your deposition, those 25 were [REDACTED]</p>	<p style="text-align: right;">Page 20</p> <p>1 whether it was January of '23 or January of '24. I 2 think it was January of '24 -- [REDACTED] [REDACTED]. 5 Q. And what do you remember telling the -- 6 I'm sorry, tell me the name of the first person. 7 A. [REDACTED]. 8 Q. [REDACTED] 9 [REDACTED]? 10 A. Yeah. 11 Q. Okay. What did -- what do you remember 12 [REDACTED] [REDACTED]? 14 A. [REDACTED] [REDACTED]. 16 Q. Okay. And do you recall anything else [REDACTED] [REDACTED]? 18 MR. LoCASCIO: Object to form. It's 19 [REDACTED] here. 20 THE WITNESS: [REDACTED] 21 MS. DUNN: Sorry. 22 Thanks, Gregg. 23 BY MS. DUNN: 24 Q. Do you recall anything else [REDACTED] [REDACTED]?</p>
<p style="text-align: right;">Page 19</p> <p>1 [REDACTED]? 2 Do you remember that? 3 A. I don't recall that. 4 Q. Okay. Since December of 2023, have you 5 had [REDACTED] [REDACTED]? 7 A. I'm sorry, could you repeat that? 8 Q. Yes. 9 Since of December of 2023, the last time 10 that you were deposed, have you had [REDACTED] [REDACTED]? 13 A. Yes. 14 Q. Okay. [REDACTED] [REDACTED]? 16 A. Since December 2023? 17 Q. Yes. 18 A. I believe so. 19 Q. All right. 20 Tell me what you remember about the 21 [REDACTED]. 22 A. My recollection is I believe it was at CES 23 of 2024 -- but I could be wrong on the -- on the 24 dates now -- a discussion with -- I'm -- I'm haz- -- 25 hazy on the dates, whether it's December of --</p>	<p style="text-align: right;">Page 21</p> <p>1 A. No. 2 Q. Okay. And do you recall anything that 3 [REDACTED]? 4 A. No. 5 Q. Okay. And is that the only time between 6 your deposition in 2023 and today that you recall [REDACTED]? 9 A. To the best of my knowledge, yeah. 10 Q. Okay. And is that the only time between 11 your deposition in 2023 and today that you recall 12 [REDACTED]? 13 A. I'm sorry, could you say that again? 14 Q. Yes. 15 Is -- is the -- the time that you've 16 testified about at CES the only time between your 17 deposition in 2023 and today that you recall 18 [REDACTED]? 19 A. Yeah, I don't recall. 20 Q. Okay. All right. 21 And do you recall that at your deposition 22 you told me that [REDACTED] [REDACTED]? 25 A. I'm sorry, say that one more time.</p>

Page 258	Page 260																																																																																																									
<p>1 CERTIFICATE OF REPORTER</p> <p>2 I, Hanna Kim, a Certified Shorthand</p> <p>3 Reporter, do hereby certify:</p> <p>4 That prior to being examined, the witness</p> <p>5 in the foregoing proceedings was by me duly sworn to</p> <p>6 testify to the truth, the whole truth, and nothing</p> <p>7 but the truth;</p> <p>8 That said proceedings were taken before me</p> <p>9 at the time and place therein set forth and were</p> <p>10 taken down by me in shorthand and thereafter</p> <p>11 transcribed into typewriting under my direction and</p> <p>12 supervision;</p> <p>13 I further certify that I am neither</p> <p>14 counsel for, nor related to, any party to said</p> <p>15 proceedings, not in anywise interested in the</p> <p>16 outcome thereof.</p> <p>17 Further, that if the foregoing pertains to</p> <p>18 the original transcript, I have conducted a deral</p> <p>19 case, before completion of the transcript [review</p> <p>20 of the transcript [ed.</p> <p>21 In witness</p> <p>22 subscribed my name</p> <p>23 Dated: 8th day of</p> <p>24</p> <p>25 Hanna Kim CLR, CSR No. 13083</p>	<p>1 ERRATA SHEET FOR THE TRANSCRIPT OF:</p> <p>2 Case Name: QUALCOMM vs. ARM HOLDINGS PLC</p> <p>3 Dep. Date: JULY 7, 2025</p> <p>4 Deponent: RENE HAAS</p> <p>5 CORRECTIONS:</p> <table border="1"><thead><tr><th>Pg.</th><th>Ln.</th><th>Now Reads</th><th>Should Read</th><th>Reason</th></tr></thead><tbody><tr><td>6</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>7</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>8</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>9</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>10</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>11</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>12</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>13</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>14</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>15</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>16</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>17</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>18</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>19</td><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>20</td><td colspan="4">Signature of Deponent</td></tr><tr><td>21</td><td colspan="4">SUBSCRIBED AND SWORN BEFORE ME</td></tr><tr><td>22</td><td colspan="4">THIS ____ DAY OF _____, 2025.</td></tr><tr><td>23</td><td colspan="4">_____</td></tr><tr><td>24</td><td colspan="4">(Notary Public) MY COMMISSION</td></tr><tr><td>25</td><td colspan="4">EXPIRES: _____</td></tr></tbody></table>	Pg.	Ln.	Now Reads	Should Read	Reason	6	_____	_____	_____	_____	7	_____	_____	_____	_____	8	_____	_____	_____	_____	9	_____	_____	_____	_____	10	_____	_____	_____	_____	11	_____	_____	_____	_____	12	_____	_____	_____	_____	13	_____	_____	_____	_____	14	_____	_____	_____	_____	15	_____	_____	_____	_____	16	_____	_____	_____	_____	17	_____	_____	_____	_____	18	_____	_____	_____	_____	19	_____	_____	_____	_____	20	Signature of Deponent				21	SUBSCRIBED AND SWORN BEFORE ME				22	THIS ____ DAY OF _____, 2025.				23	_____				24	(Notary Public) MY COMMISSION				25	EXPIRES: _____			
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<p>1 GREGG F. LOCASCIO, ESQ.</p> <p>2 gregg.locascio@kirkland.com</p> <p>3 July 8, 2025</p> <p>4 RE: Qualcomm Inc. v. Arm Holdings PLC</p> <p>5 7/7/2025, Rene Haas (#7428967)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 cs-ny@veritext.com.</p> <p>16 Return completed errata within 30 days from</p> <p>17 receipt of testimony.</p> <p>18 If the witness fails to do so within the time</p> <p>19 allotted, the transcript may be used as if signed.</p> <p>20</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p>	<p>1 JURAT</p> <p>2</p> <p>3 I, RENE HAAS, do hereby certify under</p> <p>4 penalty of perjury that I have read the foregoing</p> <p>5 transcript of my deposition taken on Monday, July 7,</p> <p>6 2025; that I have made such corrections as appear</p> <p>7 noted herein in ink, initialed by me; that my</p> <p>8 testimony as contained herein, as corrected, is true</p> <p>9 and correct.</p> <p>10</p> <p>11 Dated this ____ day of _____, 2025,</p> <p>12 at _____.</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19 RENE HAAS</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>																																																																																																									

EXHIBIT 12

Message

From: Spencer Collins [Spencer.Collins@arm.com]
Sent: 22/10/2024 19:40:37
To: Rene Haas [Rene.Haas@arm.com]
Subject: FW: Notice
Attachments: Letter from Arm to Qualcomm .pdf

Redacted - Privileged

From: Spencer Collins <Spencer.Collins@arm.com>
Date: Tuesday, 22 October 2024 at 20:39
To: achaplin@qualcomm.com <achaplin@qualcomm.com>
Cc: sylvie@qualcomm.com <sylvie@qualcomm.com>
Subject: Notice

Dear Ann,

Please find attached.

Kind regards,
Spencer

Spencer Collins | EVP, Chief Legal Officer

Mobile: (+44) 7393 766 339

Arm Ltd, 110 Fulbourn Road, Cambridge, CB1 9NJ, UK

www.arm.com



Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated
5775 Morehouse Drive
San Diego, CA 92121

22 October 2024

Dear Ann,

Pursuant to section [REDACTED] of the Qualcomm Architecture License Agreement (LES-TLA-20039) ("the Qualcomm ALA"), Arm hereby provides notice that Qualcomm is in material breach of the Qualcomm ALA. Unless Qualcomm cures its material breach [REDACTED] Arm shall be entitled to [REDACTED]

Under the Qualcomm ALA, [REDACTED] verify, and sell designs for C [REDACTED]

The Qualcomm ALA permits [REDACTED]

Qualcomm is only permitted [REDACTED]

requirements of the Qualcomm ALA and [REDACTED]

And Qualcomm is entitled to [REDACTED] within the scope of the ALA. These obligations are reflected in multiple places in the Qualcomm ALA, including but not limited to [REDACTED]

Qualcomm has systematically and willfully breached these obligations, and its breaches have accelerated and expanded in recent months. Specifically, Qualcomm has [REDACTED]

And Qualcomm initiated and continues to prosecute contractual claims that arise from Qualcomm's improper conduct with respect to these unlicensed cores.

Due to Qualcomm's willful, ongoing, and renewed actions, Qualcomm is in material breach of the Qualcomm ALA. [REDACTED]

To do so, Qualcomm must, [REDACTED]

arm

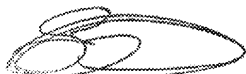
[REDACTED]

If Qualcomm does not do so [REDACTED]

Qualcomm shall be subject to [REDACTED]

[REDACTED] of the Qualcomm ALA.

Sincerely,



Spencer Collins
EVP, Chief Legal Officer
Arm Limited
110 Fulbourn Road
Cambridge, CB1 9NJ
United Kingdom

EXHIBIT 13

Message

From: Siegel, Kenneth A. [ksiegel@mofo.com]
Sent: 23/10/2024 01:41:29
To: Rene Haas [Rene.Haas@arm.com]; Spencer Collins [Spencer.Collins@arm.com]
Subject: FW: Bloomberg: Arm to Cancel Qualcomm Chip Design License in Escalation of Feud

Warning: EXTERNAL SENDER, use caution when opening links or attachments.

Arm to Cancel Qualcomm Chip Design License in Escalation of Feud

Bloomberg News

By Ian King

22 October 2024

- *Arm sued its longtime partner for breach of contract in 2022*
- *The company gave Qualcomm a 60-day notice of cancellation*

Arm Holdings Plc is canceling a license that allowed longtime partner Qualcomm Inc. to use Arm intellectual property to design chips, escalating a legal dispute over vital smartphone technology.

Arm, based in the UK, has given Qualcomm a mandated 60-day notice of the cancellation of their so-called architectural license agreement, according to a document seen by Bloomberg. The contract allows Qualcomm to create its own chips based on standards owned by Arm.

The showdown threatens to roil the smartphone and personal computer markets, as well as disrupting the finances and operations of two of the most influential companies in the semiconductor industry.

Qualcomm sells hundreds of millions of processors annually — technology used in the majority of Android smartphones. If the cancellation takes effect, the company might have to stop selling products that account for much of its roughly \$39 billion in revenue, or face claims for massive damages.

The move ratchets up a legal fight that began when Arm sued San Diego-based Qualcomm — one of its biggest customers — for breach of contract and trademark infringement in 2022. With the cancellation notice, Arm is giving the US company an eight-week period to remedy the dispute.

Representatives for Arm and Qualcomm declined to comment.

The two are headed to a trial to resolve the breach-of-contract claim by Arm and a countersuit by Qualcomm. The disagreement centers on Qualcomm's 2021 acquisition of another Arm licensee and a failure — according to Arm — to renegotiate contract terms. Qualcomm argues that its existing agreement covers the activities of the company that it purchased, the chip-design startup Nuvia.

Nuvia's work on microprocessor design has become central to new personal computer chips that Qualcomm sells to companies such as HP Inc. and Microsoft Corp. The processors are the key component to a new line of artificial intelligence-focused laptops dubbed AI PCs. Earlier this week, Qualcomm announced plans to bring Nuvia's design — called Oryon — to its more widely used Snapdragon chips for smartphones.

Arm says that move is a breach of Qualcomm's license and is demanding that the company destroy Nuvia designs that were created before the Nuvia acquisition. They can't be transferred to Qualcomm without permission, according to the original suit filed by Arm in the US District Court in Delaware. Nuvia's licenses were terminated in February 2023 after negotiations failed to reach a resolution.

Like many others in the chip industry, Qualcomm relies on an instruction set from Cambridge, England-based Arm, a company that has created much of the underlying technology for mobile electronics. An instruction set is the basic computer code that chips use to run software such as operating systems.

If Arm follows through with the license termination, Qualcomm would be prevented from doing its own designs using Arm's instruction set. It would still be able to license Arm's blueprints under separate product agreements, but that path would cause significant delays and force the company to waste work that's already been done.

Prior to the dispute, the two companies were close partners that helped advance the smartphone industry. Now, under newer leadership, both of them are pursuing strategies that increasingly make them competitors.

Under Chief Executive Officer Rene Haas, Arm has shifted to offering more complete designs — ones that companies can take directly to contract manufacturers. Haas believes that his company, still majority owned by Japan's SoftBank Group Corp., should be rewarded more for the engineering work it does. That shift encroaches on the business of Arm's traditional customers, like Qualcomm, who use Arm's technology in their own final chip designs.

Meanwhile, under CEO Cristiano Amon, Qualcomm is moving away from using Arm designs and is prioritizing its own work, something that potentially makes it a less lucrative customer for Arm. He's also expanding into new areas, most notably computing, where Arm is making its own push. But the two companies' technologies remain intertwined, and Qualcomm isn't yet in a position to make a clean break from Arm.

Arm was acquired in 2016 by SoftBank, and part of it was sold to the public in an offering in September of last year. The Japanese company still owns more than 80% of the Arm.

Arm has two types of customers: companies that use its designs as the basis for their chips and ones that create their own semiconductors and only license the Arm instruction set.

Qualcomm is no stranger to licensing disputes. The company gets a large chunk of its profit from selling the rights to its own technology — a key part of mobile wireless communications. Its customers include Samsung Electronics Co. and Apple Inc., the two biggest smartphone makers.

Qualcomm emerged victorious in 2019 from a wide-ranging legal fight with Apple. It also won a court decision on appeal against the US Federal Trade Commission, which alleged that the company was using predatory licensing activities.

[Available via Bloomberg Terminal.]

Rizal Wong
Associate Director
New York

M. _____

+1 916.836.9786

E. _____

Rizal.Wong@fgsglobal.com

A. _____

909 Third Avenue
New York, NY 10022



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EXHIBIT 14

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INC., a Delaware corporation,
and QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiffs,

v.

ARM HOLDINGS PLC, f/k/a, ARM LTD. a
U.K. corporation,

Defendant.

C.A. No. 24-490-MN

**HIGHLY CONFIDENTIAL -
ATTORNEYS EYES ONLY**

**ARM HOLDINGS PLC'S SECOND SUPPLEMENTAL OBJECTIONS AND
RESPONSES TO QUALCOMM'S FIRST SET OF INTERROGATORIES (NOS. 1-3)**

Pursuant to Rules 23 and 33 of the Federal Rules of Civil Procedure, and the applicable Local Rules of the United States District Court for the District of Delaware, Defendant Arm Holdings PLC ("Arm") hereby responds to Plaintiffs Qualcomm Incorporated and Qualcomm Technologies, Inc. (collectively, "Qualcomm")'s First Set of Interrogatories (Nos. 1-3).

GENERAL OBJECTIONS

Arm makes the following general objections, which are hereby incorporated by reference and made part of its response to each and every Interrogatory.

1. Arm objects to each Interrogatory to the extent it purports to impose upon Arm discovery obligations that exceed those provided for in the Federal Rules of Civil Procedure or the Local Rules for the United States District Court for the District of Delaware, orders entered in this case, or agreements among the parties.

2. Arm objects to the "Instructions" and "Definitions" sections to the extent they purport to alter the plain meaning and/or scope of any specific Interrogatory, on the ground that

corrections, updates, Extensions, modifications, maintenance releases and enhancements to ... architectures.” *Id.*

OOBs are not [REDACTED]” or [REDACTED] under the Qualcomm ALA. OOBs identify which of the previously delivered ACK tests a partner should run and are based on the configuration of the partner’s design implementation. OOBs are not [REDACTED] at least because they are not [REDACTED] as defined in the Qualcomm ALA, [REDACTED] and because OOBs are not [REDACTED] as defined in the Armv8-A Architecture Annex 1 (LES-LTR-21099 SP-Version: 13.0) to the Qualcomm ALA, [REDACTED]. OOBs are also not [REDACTED]

[REDACTED]. OOBs are also not included in [REDACTED] of the Armv9-A Architecture Annex 1 to the Qualcomm ALA. [REDACTED]

[REDACTED] OOBs are not [REDACTED]” because they are not [REDACTED]

[REDACTED] as defined in the Qualcomm ALA.

[REDACTED]. OOBs are not [REDACTED]

Qualcomm Is Not Entitled To Any ACK Patches Or OOBs For Nuvia-Based Designs

Nuvia-based designs (including Qualcomm’s Oryon CPU cores and the CPU cores used in Qualcomm’s Hamoa, Pakala, Nordschleife, and Pegasus products) are unlicensed cores that fall outside the Qualcomm ALA for the reasons explained in Arm’s January 17, 2025 Motion For

Judgment As A Matter Of Law Or A New Trial (No. 22-1146, D.I. 596) and Arm's February 28, 2025 Reply In Support Of Its Motion For Judgment As A Matter of Law Or A New Trial (No. 22-1146, D.I. 614). Qualcomm is not entitled to any ACK Patches or OOB for those unlicensed CPU cores. ARM_00055357 [REDACTED]; ARM_00063298 [REDACTED] Under the Qualcomm ALA, Qualcomm is licensed and permitted only to develop, verify, and sell Architecture Compliant Products. ARM_00055357 [REDACTED]; ARM_00063298 [REDACTED] Such [REDACTED] [REDACTED] limited to [REDACTED] [REDACTED] And those [REDACTED] are limited to CPU cores developed (1) under the licenses granted in the Qualcomm ALA, (2) by or for Qualcomm, and (3) based on Arm Technology that Arm delivered to Qualcomm. The pre-acquisition Nuvia designs do not satisfy any of those requirements for the reasons explained in Arm's January 17, 2025 Motion For Judgment As A Matter Of Law Or A New Trial (No. 22-1146, D.I. 596) and Arm's February 28, 2025 Reply In Support Of Its Motion For Judgment As A Matter of Law Or A New Trial (No. 22-1146, D.I. 614). The integrated circuits and central microprocessor units Qualcomm developed that incorporate or are based on the pre-acquisition Nuvia designs therefore fall outside the scope of the Qualcomm ALA and outside the scope of Arm's support obligations under that agreement. The Qualcomm ALA permits Qualcomm to seek support and verification solely for CPU designs created by Qualcomm employees, at a time when they were Qualcomm employees, but does not permit Qualcomm to seek support and verification for designs from third parties such as Nuvia.

Because the Nuvia-based designs are not licensed under the Qualcomm ALA, Qualcomm is not entitled to any ACK patches or OOBs for them under the Qualcomm ALA.

Notwithstanding That Qualcomm Is Not Entitled To Support For Nuvia-Based Designs, Arm Has Since January 8, 2025 Committed To Provide Support For Them

1/8/2025 Arm Ltr. to Qualcomm. Qualcomm and Arm exchanged further correspondence on January 22 and 30. 1/22/2025 Qualcomm Ltr. to Arm; 1/30/2025 Arm Ltr. to Qualcomm.

**Arm and Qualcomm's Press Briefing Regarding
Qualcomm's Breach of the Qualcomm ALA**

On October 22, 2024 [REDACTED], who is a partner at [REDACTED], and [REDACTED], who is a director of [REDACTED] and a partner at [REDACTED], discussed Arm's October 22 Notice with Ian King at Bloomberg, who reported on the Notice and upcoming trial on October 22. Individuals knowledgeable about Arm's decision to discuss the Notice with Bloomberg are [REDACTED] and [REDACTED]. On October 22 & 23, multiple news outlets reported that Qualcomm released a statement in response to the Bloomberg article. On October 22 or 23, Qualcomm released a statement to the media regarding Arm's October 22 Notice. On October 23, Arm released a statement to the media in response to Qualcomm's statement. On October 24, [REDACTED] of Arm confirmed for Ian King at Bloomberg that Arm had sent the letter to Qualcomm. Arm did not send its October 22 Notice to any third-party companies or customers.

Following the publication of an article by Ian King on October 22, 2024, a statement by Arm regarding the October 22, 2024 letter was provided to the following persons: Stephen Nellis (Reuters), Gavin Bonshor (The Register), Mark Hachman (PC World), Ina Fried (Axios), Kosuke Shimizu (Nikkei), Ryan Browne (CNBC), David Lumb (CNET), Hadlee Simmons (Android Authority), Adam Clark (Barrons), Tae Kim (Barrons), Benjamin Woodecki (Capacity Media), Wayne Ma (The Information), Kaustubh Bagalkote (Benzinga), Adrienne Valdez (MT Newswires), Chris Thomas (Android Police), James Sanders (TechInsights), Seema Mody (CNBC), Tom McKay (IT Brew/Morning Brew), and Fudo Abazovic (Fudzilla).

EXHIBIT 15

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE DISTRICT OF DELAWARE
C.A. No. 24-490-MN

-----x
4 QUALCOMM INCORPORATED, a Delaware
5 corporation, QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,
6 Plaintiffs,
7 - against -
8 ARM HOLDINGS PLC., f/k/a ARM LTD., a U.K.
corporation
9
Defendant.

-----x
10
11
June 30, 2025
12 9:03 a.m.

13
14 *CONFIDENTIAL*

15
16 VIDEOTAPED DEPOSITION of SPENCER
17 COLLINS, held at the offices of PAUL WEISS
18 RIFKIND WHARTON & GARRISON, LLP, located at
19 1285 Avenue of the Americas, New York, New
20 York 10019, before Anthony Giarro, a
21 Registered Professional Reporter, a Certified
22 Realtime Reporter and a Notary Public of the
23 State of New York.
24
25

<p style="text-align: right;">Page 78</p> <p>1 SPENCER COLLINS -- CONFIDENTIAL</p> <p>2 progress with Qualcomm, that was the</p> <p>3 appropriate thing to do.</p> <p>4 Q So the fact that trial was</p> <p>5 looming was a factor in sending this</p> <p>6 letter; correct?</p> <p>7 A Yes.</p> <p>8 Q And so it was intentional</p> <p>9 that you had the [REDACTED]</p> <p>10 expire the day after the parties expected</p> <p>11 a jury verdict; yes?</p> <p>12 A We were aware of the fact</p> <p>13 that the [REDACTED] would expire at or</p> <p>14 around the conclusion of the trial. That</p> <p>15 is correct. What we wanted was to have</p> <p>16 optionality in terms of remedy.</p> <p>17 Q So you wanted to have the</p> <p>18 ability to terminate the Qualcomm ALA as</p> <p>19 soon as the jury came back if, in fact,</p> <p>20 you had won the trial in December; is</p> <p>21 that fair?</p> <p>22 A We hadn't decided as to</p> <p>23 whether or not we would terminate the</p> <p>24 ALA. But we wanted the option. We</p> <p>25 wanted to be in business with customers</p>	<p style="text-align: right;">Page 80</p> <p>1 SPENCER COLLINS -- CONFIDENTIAL</p> <p>2 letter. We did not. And I don't recall</p> <p>3 the exact time I became aware of the</p> <p>4 Snapdragon conference.</p> <p>5 But what I can tell you is,</p> <p>6 the [REDACTED] coincided with the</p> <p>7 trial date from our standpoint as opposed</p> <p>8 to the Snapdragon conference.</p> <p>9 Q You do not dispute, do you,</p> <p>10 that Paul Kranhold, who is at FGS Global,</p> <p>11 and Kenneth Siegel, who is a director at</p> <p>12 SoftBank and also a Morrison & Foerster</p> <p>13 partner, discussed this letter, the</p> <p>14 October 22nd letter that we've been</p> <p>15 talking about with Ian King at Bloomberg,</p> <p>16 do you?</p> <p>17 A I am aware that they had a</p> <p>18 conversation around the sending of a</p> <p>19 material breach notice. I don't know</p> <p>20 what detail was discussed in terms of the</p> <p>21 letter.</p> <p>22 Q Was anyone from ARM in that</p> <p>23 conversation?</p> <p>24 A Not to my understanding.</p> <p>25 Q And you didn't get a report</p>
<p style="text-align: right;">Page 79</p> <p>1 SPENCER COLLINS -- CONFIDENTIAL</p> <p>2 that respect our contracts.</p> <p>3 Q Did you know at the time</p> <p>4 that you sent this letter that the</p> <p>5 Snapdragon Summit, the Qualcomm's</p> <p>6 Snapdragon Summit was in progress?</p> <p>7 A I don't know at what point I</p> <p>8 became aware of the fact that it was a</p> <p>9 conference. I think you called it</p> <p>10 Snapdragon conference. I don't recall at</p> <p>11 what point, I became aware. But I was</p> <p>12 aware that -- I was made aware that there</p> <p>13 was a conference.</p> <p>14 Q Before you sent the letter?</p> <p>15 A I don't recall the specific</p> <p>16 timing of that.</p> <p>17 Q How about before the letter</p> <p>18 was leaked? Did you know that the</p> <p>19 Snapdragon conference was in progress</p> <p>20 when you leaked the letter?</p> <p>21 MR. LoCASCIO: Object to</p> <p>22 form.</p> <p>23 A I'm not aware of the letter</p> <p>24 being leaked. You just insinuated that</p> <p>25 we -- I assume you mean ARM -- leaked the</p>	<p style="text-align: right;">Page 81</p> <p>1 SPENCER COLLINS -- CONFIDENTIAL</p> <p>2 back on what was said?</p> <p>3 A No.</p> <p>4 Q Did you talk to Mr. Kranhold</p> <p>5 or Mr. Siegel in advance of their</p> <p>6 conversation with Bloomberg about the</p> <p>7 fact that they were going to have a</p> <p>8 conversation with Bloomberg?</p> <p>9 A I spoke with Mr. Siegel. I</p> <p>10 don't recall whether I spoke with Paul</p> <p>11 Kranhold. I don't know. But I do</p> <p>12 remember speaking to Ken Siegel.</p> <p>13 Q So did you authorize</p> <p>14 Mr. Siegel to speak to Ian King at</p> <p>15 Bloomberg?</p> <p>16 A I did.</p> <p>17 Q And you're aware that the</p> <p>18 Bloomberg article says that Ian King was</p> <p>19 shown a document; correct?</p> <p>20 A I have subsequently seen</p> <p>21 that in the article that came out. I</p> <p>22 don't know whether he was or not; wasn't</p> <p>23 on the call.</p> <p>24 Q And you don't have any</p> <p>25 information as to what that document may</p>

21 (Pages 78 - 81)

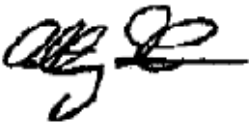
<div style="text-align: right; font-weight: bold;">Page 154</div> <div style="margin-top: 10px;"> <p>1</p> <p>2 INDEX (Cont.)</p> <p>3</p> <p>4 QCX Exhibit 89 Letter 123</p> <p>5</p> <p>6 QCX Exhibit 90 E-mails 125</p> <p>7</p> <p>8 QCX Exhibit 91 Letter 127</p> <p>9</p> <p>10 QCX Exhibit 92 Letter 131</p> <p>11</p> <p>12 QCX Exhibit 93 Letter 132</p> <p>13</p> <p>14 QCX Exhibit 94 ALA 134</p> <p>15</p> <p>16 QCX Exhibit 95 Letter 142</p> <p>17</p> <p>18 QCX Exhibit 96 Letter 143</p> <p>19</p> <p>20 QCX Exhibit 97 Letter 144</p> <p>21</p> <p>22 QCX Exhibit 98 Letter 146</p> <p>23</p> <p>24</p> <p>25</p> </div>	<div style="text-align: right; font-weight: bold;">Page 156</div> <div style="margin-top: 10px;"> <p>1</p> <p>2 ERRATA SHEET</p> <p>3 VERITEXT/NEW YORK REPORTING, LLC</p> <p>4 1-800-727-6396</p> <p>5 330 Old Country Road 7 Times Square</p> <p>6 Mineola, New York 11501 New York, New York</p> <p>7 10036</p> <p>8 NAME OF CASE: Qualcomm versus ARM</p> <p>9 DATE OF DEPOSITION: June 30, 2025</p> <p>10 NAME OF DEPONENT: Spencer Collins</p> <p>11</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">PAGE LINE (S)</th> <th style="width: 10%;">CHANGE</th> <th style="width: 80%;">REASON</th> </tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td></tr> </table> <p>22</p> <p>23 _____</p> <p>24 SPENCER COLLINS</p> <p>25</p> <p>26 SUBSCRIBED AND SWORN TO BEFORE ME</p> <p>27 THIS ____ DAY OF _____, 20__.</p> <p>28</p> <p>29 _____</p> <p>30 (NOTARY PUBLIC) MY COMMISSION EXPIRES:</p> </div>	PAGE LINE (S)	CHANGE	REASON	12			13			14			15			16			17			18			19			20			21		
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<div style="text-align: right; font-weight: bold;">Page 155</div> <div style="margin-top: 10px;"> <p>1</p> <p>2 CERTIFICATION</p> <p>3</p> <p>4</p> <p>5 I, ANTHONY GIARRO, a Shorthand Reporter</p> <p>6 and a Notary Public, do hereby certify that</p> <p>7 the foregoing witness, SPENCER COLLINS , was</p> <p>8 duly sworn on the date indicated, and that</p> <p>9 the foregoing, to the best of my ability, is</p> <p>10 a true and accurate transcription of my</p> <p>11 stenographic notes.</p> <p>12 I further certify that I am not</p> <p>13 employed by nor related to any party to this</p> <p>14 action.</p> <div style="text-align: center; margin-top: 20px;">  </div> <p>15</p> <p>16</p> <p>17</p> <p>18 _____</p> <p>19 ANTHONY GIARRO</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> </div>																																		

EXHIBIT 16

CONFIDENTIAL ATTORNEYS EYES ONLY

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE
QUALCOMM INCORPORATED a Delaware corporation,) Case No.
QUALCOMM TECHNOLOGIES, INC., a Delaware) 24-490-MN
corporation,)
)
Plaintiffs,)
)
vs.)
)
ARM HOLDINGS PLC, f/k/a ARM LTD., a U.K.)
corporation,)
)
Defendant.)

VIDEOTAPED 30(b)(6) and
30(b)(1) DEPOSITION OF PAUL KRANHOLD
San Francisco, California
Thursday, July 17, 2025

REPORTED BY: Derek L. Hoagland
CSR No. 13445

CONFIDENTIAL ATTORNEYS EYES ONLY

<p style="text-align: right;">Page 86</p> <p>1 MS. NYARADY: Okay.</p> <p>2 BY MS. NYARADY:</p> <p>3 Q. And it has metadata from a call, and in the</p> <p>4 metadata, you can see that Mr. Spicehandler is listed as</p> <p>5 joining the call and leaving the call, and Mr. King</p> <p>6 is -- is listed as joining and leaving the call, right?</p> <p>7 A. Mm-hmm. Mm-hmm.</p> <p>8 Q. [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 A. Yes. It's a pretty good guess, but I don't know</p> <p>13 specific -- there would be no reason -- other reason for</p> <p>14 Ben to be having a -- is this a record of a video call?</p> <p>15 Q. I can't tell from the document.</p> <p>16 A. Okay.</p> <p>17 Q. I don't know.</p> <p>18 A. The only -- yeah. The way that we create video</p> <p>19 calls on our system, you -- you -- you would copy</p> <p>20 yourself in order to put it on your calendar as a video</p> <p>21 call, so I think it's a pretty good guess. And the way</p> <p>22 that Ben described it to me is a very short video call,</p> <p>23 so I think that's a -- and given the timing, I think</p> <p>24 that's a pretty good guess.</p> <p>25 Q. And it --</p>	<p style="text-align: right;">Page 88</p> <p>1 A. Correct.</p> <p>2 Q. Okay. Do you know whether anyone was on that</p> <p>3 call other than Mr. Spicehandler and Mr. King?</p> <p>4 A. I do not.</p> <p>5 Q. What did -- you said you spoke to</p> <p>6 Mr. Spicehandler in preparation for this deposition,</p> <p>7 right?</p> <p>8 A. Mm-hmm.</p> <p>9 Q. Yes?</p> <p>10 A. Yes. I'm sorry.</p> <p>11 Q. What -- what did he tell you?</p> <p>12 A. He confirmed for me that he had, in fact, done</p> <p>13 what I asked him to do, which was to [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 Q. [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 A. I don't know.</p> <p>20 Q. [REDACTED] ?</p> <p>21 A. I don't know.</p> <p>22 Q. Do you have any more information on what</p> <p>23 [REDACTED] ?</p> <p>24 A. He said that's all he did when I spoke to him</p> <p>25 about it.</p>
<p style="text-align: right;">Page 87</p> <p>1 A. But I -- I haven't seen the document before, and</p> <p>2 I haven't talked to Ben about -- about the specific time</p> <p>3 of day that that happened, so.</p> <p>4 Q. Okay. But on October 22nd, at some point in</p> <p>5 time, Mr. Spicehandler had a call of some sort with</p> <p>6 Mr. King [REDACTED]</p> <p>7 [REDACTED] ?</p> <p>8 A. Yeah, I don't -- I don't -- it looks like the</p> <p>9 call took place on October 22nd UTC, but this meeting</p> <p>10 looks like it was scheduled on the 23rd, which doesn't</p> <p>11 make any sense to me, because the email was sent on the</p> <p>12 23rd for a meeting that had already taken place.</p> <p>13 Q. Right. No. My understanding was this was just</p> <p>14 memorializing that the meeting had happened. But I --</p> <p>15 but, you know, if you haven't seen this, that's fine.</p> <p>16 But putting aside this document, is it your</p> <p>17 understanding that on October 22nd, before the article</p> <p>18 came out, [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED] ?</p> <p>21 A. [REDACTED]</p> <p>22 [REDACTED] .</p> <p>23 Q. Okay. So it was after you and Mr. Siegel talked</p> <p>24 to Mr. King, but before the article was published,</p> <p>25 correct?</p>	<p style="text-align: right;">Page 89</p> <p>1 Q. So he said that he [REDACTED]</p> <p>2 [REDACTED] ?</p> <p>3 A. Yes.</p> <p>4 Q. Okay. Did he say that -- [REDACTED]</p> <p>5 [REDACTED] ?</p> <p>6 A. He did not.</p> <p>7 Q. He did not [REDACTED]</p> <p>8 [REDACTED] ?</p> <p>9 A. He did not say. I'm sorry.</p> <p>10 Q. Okay. That's my fault. Bad question.</p> <p>11 You understand that the Bloomberg article, when</p> <p>12 it published, said that Mr. King said that he had seen a</p> <p>13 document. Is it your understanding that the document he</p> <p>14 was referring to is the actual October 22nd letter?</p> <p>15 A. Yes.</p> <p>16 Q. Did you get a draft of the article before</p> <p>17 publication?</p> <p>18 A. No.</p> <p>19 Q. Were you able to propose any changes to the</p> <p>20 article before publication?</p> <p>21 A. No.</p> <p>22 Q. Did Mr. Spicehandler tell you whether there was</p> <p>23 any discussion between him and Mr. King regarding the</p> <p>24 substance of the letter?</p> <p>25 A. No. As I Recall, Ben said it was a pretty quick</p>

23 (Pages 86 - 89)

CONFIDENTIAL ATTORNEYS EYES ONLY

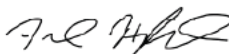
<p>1 REPORTER'S CERTIFICATE</p> <p>2</p> <p>3 STATE OF CALIFORNIA) ss.</p> <p>4 I, DEREK L. HOAGLAND, CSR #13445, State of California,</p> <p>5 do hereby certify:</p> <p>6 That prior to being examined, the witness named in the</p> <p>7 foregoing proceeding was by me sworn to testify to the</p> <p>8 truth, the whole truth and nothing but the truth;</p> <p>9 That said proceeding was taken down by me by stenotype</p> <p>10 at the time and place therein stated and thereafter</p> <p>11 transcribed under my direction into computerized</p> <p>12 transcription.</p> <p>13 I further certify that I am not of counsel nor attorney</p> <p>14 for nor related to the parties hereto, nor am I in any</p> <p>15 way interested in the outcome of this action.</p> <p>16 In compliance with section 8016 of the Business and</p> <p>17 Professions Code, I certify under penalty of perjury</p> <p>18 that I am a certified shorthand reporter with license</p> <p>19 number 13445 in full force and effect.</p> <p>20 Witness my hand this 18th day of July, 2025.</p> <p>21</p> <p>22</p> <p>23 </p> <p>24 DEREK L. HOAGLAND, CSR #13445</p> <p>25</p>	<p>Page 182</p>																																																																																																
<p>1 ERRATA SHEET</p> <p>2 VERITEXT/NEW YORK REPORTING, LLC</p> <p>3 CASE NAME: Qualcomm Incorporated v. Arm Holdings Plc</p> <p>4 DATE OF DEPOSITION: 7/17/2025</p> <p>5 WITNESSES' NAME: Paul Kranhold</p> <table border="1"><thead><tr><th>6 PAGE</th><th>7 LINE (S)</th><th>8 CHANGE</th><th>9 REASON</th></tr></thead><tbody><tr><td>10</td><td>11</td><td>12</td><td>13</td></tr><tr><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td></tr><tr><td>22</td><td>23</td><td>24</td><td>25</td></tr><tr><td>26</td><td>27</td><td>28</td><td>29</td></tr><tr><td>30</td><td>31</td><td>32</td><td>33</td></tr><tr><td>34</td><td>35</td><td>36</td><td>37</td></tr><tr><td>38</td><td>39</td><td>40</td><td>41</td></tr><tr><td>42</td><td>43</td><td>44</td><td>45</td></tr><tr><td>46</td><td>47</td><td>48</td><td>49</td></tr><tr><td>50</td><td>51</td><td>52</td><td>53</td></tr><tr><td>54</td><td>55</td><td>56</td><td>57</td></tr><tr><td>58</td><td>59</td><td>60</td><td>61</td></tr><tr><td>62</td><td>63</td><td>64</td><td>65</td></tr><tr><td>66</td><td>67</td><td>68</td><td>69</td></tr><tr><td>70</td><td>71</td><td>72</td><td>73</td></tr><tr><td>74</td><td>75</td><td>76</td><td>77</td></tr><tr><td>78</td><td>79</td><td>80</td><td>81</td></tr><tr><td>82</td><td>83</td><td>84</td><td>85</td></tr><tr><td>86</td><td>87</td><td>88</td><td>89</td></tr><tr><td>90</td><td>91</td><td>92</td><td>93</td></tr><tr><td>94</td><td>95</td><td>96</td><td>97</td></tr><tr><td>98</td><td>99</td><td>100</td><td>101</td></tr></tbody></table> <p>102</p> <p>103</p> <p>104</p> <p>105</p> <p>106</p> <p>107</p> <p>108</p> <p>109</p> <p>110</p> <p>111</p> <p>112</p> <p>113</p> <p>114</p> <p>115</p> <p>116</p> <p>117</p> <p>118</p> <p>119</p> <p>120</p> <p>121</p> <p>122</p> <p>123</p> <p>124</p> <p>125</p>	6 PAGE	7 LINE (S)	8 CHANGE	9 REASON	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	<p>Page 183</p>
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EXHIBIT 17

Message

Sent: 4/2/2024 11:48:20 PM
To: Dawn Hill [Dawn.Hill@arm.com]; Akshay Bhatnagar [Akshay.Bhatnagar@arm.com]
CC: Richard Meacham [rmeacham@qti.qualcomm.com]
Subject: Lets keep the momentum rolling and extend some more IPs!

Hi Dawn

Thx for helping complete the [REDACTED]
Now that we completed the [REDACTED] we like to build on that momentum with below extension 🙏

This mail is in reference to Annex 1 CM0001915, Dated Oct 18, 2019 as amended

As requested by ARM, QCOM has waited a while since our last discussions to extend [REDACTED]
QCOM wants to extend the license terms for IPs listed below for another [REDACTED] years now, with extended term beginning



Please help to prepare a proposal for QCOM and ARM to discuss

Thx,
Kurt A. Wolf



EXHIBIT 18

6/24/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.
Highly Confidential - Outside Counsel Eyes Only

Manju Varma

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)
a Delaware corporation; and)
QUALCOMM TECHNOLOGIES, INC.,)
a Delaware corporation,)
)
Plaintiffs,)
) C.A. No.
vs.) 24-490 (MN)
)
ARM HOLDINGS PLC., f/k/a)
ARM LTD., a U.K. corporation,)
)
Defendant.)
_____)

HIGHLY CONFIDENTIAL
OUTSIDE COUNSEL EYES ONLY
VIDEO DEPOSITION OF MANJU VARMA
JUNE 24, 2025
SAN DIEGO, CALIFORNIA

Reported by:
Cynthia J. Vega, CA CSR 6640, RMR, RDR, CCRR 95

DIGITAL EVIDENCE GROUP
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202) 232-0646

6/24/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.
Highly Confidential - Outside Counsel Eyes Only

Manju Varma

Page 126

1 BY MR. EVANGELATOS:
2 Q. What is Cortex-A78's code name?
3 A. [REDACTED]
4 Q. So you were considering using [REDACTED] and
5 [REDACTED] as of the fall of 2024?
6 MS. YING: Objection.
7 THE WITNESS: No. [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 BY MR. EVANGELATOS:
11 Q. [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 MS. YING: Objection.
16 Why don't you reask the question, I'll make
17 the objection, and then she can answer.
18 MR. EVANGELATOS: Sure.
19 BY MR. EVANGELATOS:
20 Q. [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 127

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 BY MR. EVANGELATOS:
11 Q. Okay. [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 128

1 [REDACTED] Yes.
2 BY MR. EVANGELATOS:
3 Q. [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 Q. And when was that product scheduled to be
22 released?
23 A. Again, very fluid. These road map changes
24 happen all the time. I can't remember or recollect
25 exactly when this product is expected to be

Page 129

1 launched.
2 Q. [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 yes, we were considering [REDACTED] CPU IPs as a
14 [REDACTED]
15 [REDACTED]
16 BY MR. EVANGELATOS:
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

6/24/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.
Highly Confidential - Outside Counsel Eyes Only

Manju Varma

<p style="text-align: right;">Page 250</p> <p>1 CERTIFIED SHORTHAND REPORTER'S CERTIFICATE</p> <p>2</p> <p>3 I, Cynthia J. Vega, a Certified Shorthand</p> <p>4 Reporter for the State of California, do hereby</p> <p>5 certify:</p> <p>6 That the witness in the foregoing</p> <p>7 deposition was by me duly sworn; that the deposition</p> <p>8 was then taken before me at the time and place</p> <p>9 herein set forth; that the testimony and proceedings</p> <p>10 were reported by me stenographically and were</p> <p>11 transcribed through computerized transcription under</p> <p>12 my direction; and the foregoing is a true and</p> <p>13 correct record of the testimony and proceedings</p> <p>14 taken at that time.</p> <p>15 I further certify that I am not of counsel</p> <p>16 or attorney for either or any of the parties in the</p> <p>17 foregoing proceeding and caption named or in any way</p> <p>18 interested in the outcome of the cause in said</p> <p>19 caption.</p> <p>20 IN WITNESS WHEREOF, I have subscribed my</p> <p>21 name this 26th day of June, 2025.</p> <p>22 Reading and Signing was requested.</p> <p>23</p> <p>24 _____</p> <p>25 Cynthia J. Vega, CA CSR No. 6640, RMR</p>	<p style="text-align: right;">Page 252</p> <p>1 Digital Evidence Group, L.L.C.</p> <p>2 1730 M Street, NW, Suite 812</p> <p>3 Washington, D.C. 20036</p> <p>4 (202) 232-0646</p> <p>5</p> <p>6 SIGNATURE PAGE</p> <p>7 Case: Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.</p> <p>8 Witness Name: Manju Varma</p> <p>9 Deposition Date: June 24, 2025</p> <p>10</p> <p>11 I do hereby acknowledge that I have read</p> <p>12 and examined the foregoing pages</p> <p>13 of the transcript of my deposition and that:</p> <p>14</p> <p>15 (Check appropriate box):</p> <p>16 () The same is a true, correct and</p> <p>17 complete transcription of the answers given by</p> <p>18 me to the questions therein recorded.</p> <p>19 () Except for the changes noted in the</p> <p>20 attached Errata Sheet, the same is a true,</p> <p>21 correct and complete transcription of the</p> <p>22 answers given by me to the questions therein</p> <p>23 recorded.</p> <p>24</p> <p>25 _____</p> <p>DATE WITNESS SIGNATURE</p> <p>_____</p> <p>DATE NOTARY</p>
<p style="text-align: right;">Page 251</p> <p>1 Manju Varma, c/o</p> <p>2 MORRIS, NICHOLS, ARSHT & TUNNELL, LLP</p> <p>3 1201 North Market Street</p> <p>4 Wilmington, Delaware 19899</p> <p>5</p> <p>6 Case: Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.</p> <p>7 Date of deposition: June 24, 2025</p> <p>8 Deponent: Manju Varma</p> <p>9</p> <p>10 Please be advised that the transcript in the above</p> <p>11 referenced matter is now complete and ready for signature.</p> <p>12 The deponent may come to this office to sign the transcript,</p> <p>13 a copy may be purchased for the witness to review and sign,</p> <p>14 or the deponent and/or counsel may waive the option of</p> <p>15 signing. Please advise us of the option selected.</p> <p>16 Please forward the errata sheet and the original signed</p> <p>17 signature page to counsel noticing the deposition, noting the</p> <p>18 applicable time period allowed for such by the governing</p> <p>19 Rules of Procedure. If you have any questions, please do</p> <p>20 not hesitate to call our office at (202)-232-0646.</p> <p>21 Sincerely,</p> <p>22 Digital Evidence Group</p> <p>23 Copyright 2025 Digital Evidence Group</p> <p>24 Copying is forbidden, including electronically, absent</p> <p>25 express written consent.</p>	<p style="text-align: right;">Page 253</p> <p>1 Digital Evidence Group, LLC</p> <p>2 1730 M Street, NW, Suite 812</p> <p>3 Washington, D.C. 20036</p> <p>4 (202)232-0646</p> <p>5</p> <p>6 ERRATA SHEET</p> <p>7</p> <p>8 Case: Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.</p> <p>9 Witness Name: Manju Varma</p> <p>10 Deposition Date: June 24, 2025</p> <p>11 Page No. Line No. Change</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21 _____</p> <p>22 Signature Date</p> <p>23</p> <p>24</p> <p>25</p>

EXHIBIT 19

From: Will Abbey[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=75C9F4BE26C441C1B35277146E3C50C7-WILL ABBEY]
Sent: Fri 24/05/2024 5:27:26 AM (UTC)
To: Kristin Webster[Kristin.Webster@arm.com]
Cc: Doreen Wei[Doreen.Wei@arm.com]; Phillip Price[phillip.price@arm.com]; Akshay Bhatnagar[Akshay.Bhatnagar@arm.com]; Karthik Shivashankar[Karthik.Shivashankar@arm.com]; Chris Bergey[Chris.Bergey@arm.com]; Lynn Couillard[Lynn.Couillard@arm.com]
Subject: Re: Privileged & Confidential - QCOM [REDACTED] extension request

Thanks Kris.
We should hopefully have a position by Tuesday. Apologies for delay.

Thanks
Will
Sent from my iPhone

On May 23, 2024, at 5:27 PM, Kristin Webster <Kristin.Webster@arm.com> wrote:

Doreen, Phillip and I had a call with Qualcomm legal today on this topic. The call was pretty benign. Their lawyer just wanted to [REDACTED]. We explained that this request was under review internally. They asked if escalation was needed and I let them know it had been escalated internally, but they were welcome to escalate as well. I told them that I was hoping to have a response for them next week and they said they would wait to see what happened next week and decide escalation at that point.

Doreen & Phillip – feel free to add any additional comments.

Kris

From: Will Abbey <Will.Abbey@arm.com>
Sent: Wednesday, May 22, 2024 10:53 PM
To: Kristin Webster <Kristin.Webster@arm.com>
Cc: Akshay Bhatnagar <Akshay.Bhatnagar@arm.com>; Doreen Wei <Doreen.Wei@arm.com>; Karthik Shivashankar <Karthik.Shivashankar@arm.com>; Chris Bergey <Chris.Bergey@arm.com>
Subject: Re: QCOM [REDACTED] extension request

Yes. I'm still in discussions with other EC members. Should have a final decision

tomorrow.

Will,

From: Kristin Webster <Kristin.Webster@arm.com>
Date: Wednesday, May 22, 2024 at 1:53 PM
To: Will Abbey <Will.Abbey@arm.com>, Karthik Shivashankar <Karthik.Shivashankar@arm.com>, Doreen Wei <Doreen.Wei@arm.com>
Cc: Akshay Bhatnagar <Akshay.Bhatnagar@arm.com>, Chris Bergey <Chris.Bergey@arm.com>
Subject: RE: QCOM [REDACTED] extension request

Hi Will –

Checking status on this. Have you and Chris had a chance to discuss?

Thanks,
Kris

From: Will Abbey <Will.Abbey@arm.com>
Sent: Thursday, May 16, 2024 12:55 PM
To: Karthik Shivashankar <Karthik.Shivashankar@arm.com>; Kristin Webster <Kristin.Webster@arm.com>; Akshay Bhatnagar <Akshay.Bhatnagar@arm.com>; Doreen Wei <Doreen.Wei@arm.com>
Cc: Akshay Bhatnagar <Akshay.Bhatnagar@arm.com>; Chris Bergey <Chris.Bergey@arm.com>
Subject: Re: QCOM [REDACTED] extension request

Thank you. To be clear, this proposal isn't approved and should not be delivered externally.
I will provide further guidance in a day or two.

Thanks
Will

From: Karthik Shivashankar <Karthik.Shivashankar@arm.com>
Date: Thursday, May 16, 2024 at 6:02 PM
To: Will Abbey <Will.Abbey@arm.com>, Chris Bergey <Chris.Bergey@arm.com>, Doreen Wei <Doreen.Wei@arm.com>
Cc: Kristin Webster <Kristin.Webster@arm.com>, Akshay Bhatnagar <Akshay.Bhatnagar@arm.com>
Subject: Re: QCOM [REDACTED] extension request

[REDACTED]

Hi Will, Chris,

Please see the proposal guidance for Qualcomm which we have prepared.

<image001.png>

Regards,
Karthik

From: Kristin Webster <Kristin.Webster@arm.com>
Sent: Thursday, May 9, 2024 7:22 AM
To: Karthik Shivashankar <Karthik.Shivashankar@arm.com>; Akshay Bhatnagar <Akshay.Bhatnagar@arm.com>
Subject: FW: QCOM [REDACTED] extension request

Good morning –

I will put some time in your calendars to discuss the proposal for QCOM. [REDACTED]
[REDACTED]

Thanks,
Kris

From: Will Abbey <Will.Abbey@arm.com>
Sent: Thursday, May 9, 2024 1:17 AM
To: Kristin Webster <Kristin.Webster@arm.com>
Cc: Lynn Couillard <Lynn.Couillard@arm.com>
Subject: Re: QCOM [REDACTED] extension request

Apologies for the tardy response Kris. Your logic is sound.

Please work with licensing on the proposal. Let Karthik know that I have instructed you.

Thanks
Will
Sent from my iPhone

On May 8, 2024, at 2:33 PM, Lynn Couillard <Lynn.Couillard@arm.com> wrote:

Hi Will – here's the note on the [REDACTED] extension for QC

From: Kristin Webster <Kristin.Webster@arm.com>
Date: Monday, May 6, 2024 at 10:24 AM
To: Will Abbey <Will.Abbey@arm.com>
Cc: Lynn Couillard <Lynn.Couillard@arm.com>

Subject: QCOM [REDACTED] extension request

Hi Will –

As you may be aware, Qualcomm has requested to extend the term for [REDACTED] and some system IP ([REDACTED]). Their current license doesn't expire until [REDACTED]. Their request is for an additional [REDACTED] years, but I think they would agree to a shorter term.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For reference – in their current agreement [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

I need to work with licensing on what the appropriate license fees would be, but before I asked anyone to spend cycles on this, I wanted to get your take on [REDACTED].

Happy to discuss if you have any questions.

Kris

Kristin Webster
Sr. Director of Sales
ARM - Austin, TX

www.arm.com

ARMQC_02784202

(512) 633-2627 cell
kristin.webster@arm.com

EXHIBIT 20

From: Jeff Fonseca[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=237B6809A3684800B11BDD58E11D1D93-JEFF FONSEC]
Sent: Mon 10/02/2025 10:38:46 PM (UTC)
To: Doreen Wei[Doreen.Wei@arm.com]; Shaymus McTeague[Shaymus.McTeague@arm.com]
Cc: Jeffrey Coulter[Jeffrey.Coulter@arm.com]
Subject: Privileged and Confidential FW: QCOM & Arm Weekly Meeting

Hi,

Redacted - Privileged

Regards,
Jeff Fonseca (He/Him)
(858) 395-7773

From: Kurt Wolf <kwolf@qti.qualcomm.com>
Sent: Monday, February 10, 2025 11:43 AM
To: Jeff Fonseca <Jeff.Fonseca@arm.com>; Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Richard Meacham <rmeacham@qti.qualcomm.com>
Subject: Re: QCOM & Arm Weekly Meeting

Warning: EXTERNAL SENDER, use caution when opening links or attachments.

Hi Jeff
We meant to send this reply last Friday...

QCOM is still collecting internal requirements of future devices across our BUs that may use M85 cores.
Currently we are not in a position to reply with the number of single use licenses or a term license necessary.

Thx

Kurt A. Wolf



From: Jeff Fonseca <Jeff.Fonseca@arm.com>
Sent: Friday, January 10, 2025 10:44 AM
To: Kurt Wolf <kwolf@qti.qualcomm.com>; Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Richard Meacham

<rmeacham@qti.qualcomm.com>

Subject: RE: QCOM & Arm Weekly Meeting

WARNING: This email originated from outside of Qualcomm. Please be wary of any links or attachments, and do not enable macros.

Good morning Kurt,

Arm hereby provides the offer attached to this email for Cortex-M85 that Qualcomm requested to license pursuant to [REDACTED] of the Technology License Agreement (with Arm document number LEC-TLA-00550 "TLA"). If Qualcomm accepts the offer, please acknowledge in writing Qualcomm's acceptance of the offer and Arm will prepare an annex for M85 to the TLA and an amended and restated master royalty schedule and send the drafts to Qualcomm for signature process.

Regards,
Jeff Fonseca (He/Him)
(858) 395-7773

From: Kurt Wolf <kwolf@qti.qualcomm.com>

Sent: Wednesday, September 4, 2024 6:43 PM

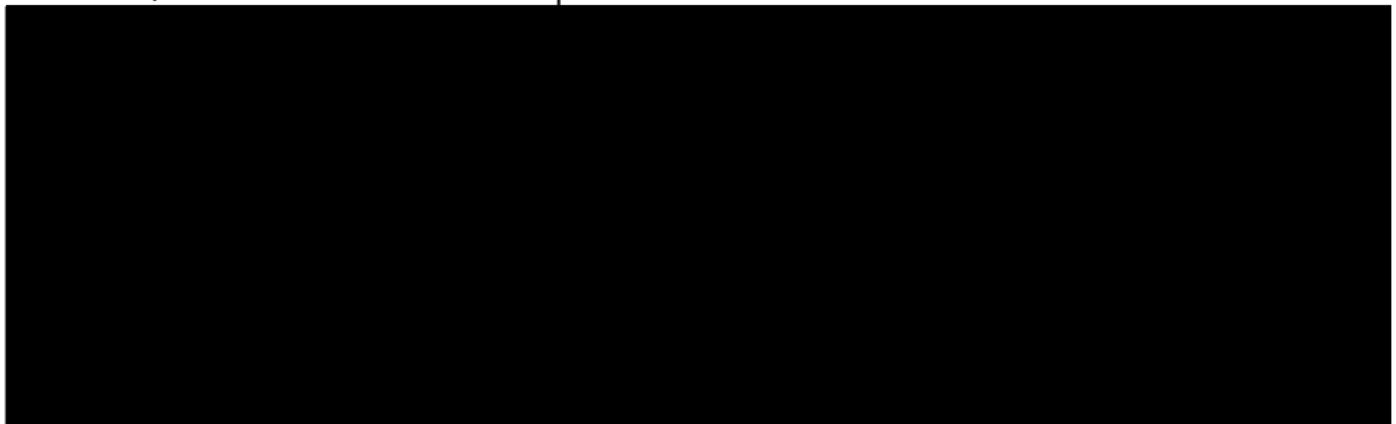
To: Jeff Fonseca <Jeff.Fonseca@arm.com>; Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Richard Meacham <rmeacham@qti.qualcomm.com>

Subject: Re: QCOM & Arm Weekly Meeting

Warning: EXTERNAL SENDER, use caution when opening links or attachments.

Hi Jeff,
Meant to reply earlier...

Re: M85 - QCOM feedback to ARM questions



"Pursuant to [REDACTED] of the TLA, Arm is prepared to give Qualcomm a one-time quote. In order for Arm to provide a quote, we will need to know: Apart from the [REDACTED] [REDACTED] of the TLA does not require QCOM to provide additional information for ARM to offer license fees and royalty rates, as described in that clause.

Thx

Kurt A. Wolf



From: Jeff Fonseca <Jeff.Fonseca@arm.com>
Sent: Wednesday, September 4, 2024 1:50 PM
To: Kurt Wolf <kwolf@qti.qualcomm.com>; Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Richard Meacham <rmeacham@qti.qualcomm.com>
Subject: RE: QCOM & Arm Weekly Meeting

WARNING: This email originated from outside of Qualcomm. Please be wary of any links or attachments, and do not enable macros.

Hi Kurt,

Just following up as I received guidance from our legal with this reference:

“Pursuant to [REDACTED] of the TLA, Arm is prepared to give Qualcomm a one-time quote. In order for Arm to provide a quote, we will need to know:

- Use case (segment application)
- Start/product launch estimated date
- Production tape-out date
- Military/space/government?
- Projected volume and market lifecycle

Regards,

Jeff Fonseca (He/Him)

(858) 395-7773

From: Jeff Fonseca
Sent: Thursday, August 29, 2024 1:54 PM
To: Kurt Wolf <kwolf@qti.qualcomm.com>; Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Richard Meacham <rmeacham@qti.qualcomm.com>

Subject: RE: QCOM & Arm Weekly Meeting

Hi,

Per the call, follow up in response to request for pricing:

- Use case (segment application)
- Start/product launch estimated date
- Production tape-out date
- Military/space/government?
- Projected volume and market lifecycle

Regards,

Jeff Fonseca (He/Him)

(858) 395-7773

From: Kurt Wolf <kwolf@qti.qualcomm.com>

Sent: Thursday, August 29, 2024 12:50 PM

To: Jeff Fonseca <Jeff.Fonseca@arm.com>; Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Richard Meacham <rmeacham@qti.qualcomm.com>

Subject: Re: QCOM & Arm Weekly Meeting

Warning: EXTERNAL SENDER, use caution when opening links or attachments.

Same topics for today 😊

Kurt A. Wolf



From: Kurt Wolf <kwolf@qti.qualcomm.com>

Sent: Thursday, August 22, 2024 1:20 PM

To: Jeff Fonseca <Jeff.Fonseca@arm.com>; Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Richard Meacham <rmeacham@qti.qualcomm.com>

Subject: Re: QCOM & Arm Weekly Meeting

Hi Jeff F

Mtg Topics for 8/22/24; new to old

New

QCOM requests;

1. Extend the M55/██████ agreement
2. Formal Pricing proposal request for M85
3. Specification documents for M85 (at least PPA info compared to M55)
4. Heads-up: QCOM CPU Product Management Team will reach out to you to request update and discussion on M55 & M85

Old

1. A78 STL
2. A55 REL Schedule
3. Raven Renewal
4. M85 LUL Eval
5. TAB feedback

Thx

Kurt A. Wolf



From: Jeff Fonseca <Jeff.Fonseca@arm.com>

Sent: Wednesday, August 14, 2024 2:01 PM

To: Jeffrey Coulter <Jeffrey.Coulter@arm.com>; Kurt Wolf <kwolf@qti.qualcomm.com>; Richard Meacham <rmeacham@qti.qualcomm.com>

Subject: QCOM & Arm Weekly Meeting

When: Occurs every Thursday from 1:30 PM to 2:00 PM effective 8/22/2024 until 2/6/2025. There are 25 more occurrences.

Where: Microsoft Teams Meeting

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Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 344 205 797 947

Passcode: h2osqq

Dial in by phone

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[Find a local number](#)

Phone conference ID: 324 908 341#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

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EXHIBIT 21

7/11/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.
Highly Confidential - Attorneys' Eyes Only

Larissa Cochran

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, A DELAWARE)
CORPORATION; QUALCOMM TECHNOLOGIES,)
INC., A DELAWARE CORPORATION,)
C.A. No.)
PLAINTIFFS,) 24-490-MN
v.)
ARM HOLDINGS PLC, F/K/A ARM LTD.,)
A U.K. CORPORATION,)
DEFENDANT.)

* * * HIGHLY CONFIDENTIAL * * *
* * * ATTORNEYS' EYES ONLY * * *

VIDEO-RECORDED DEPOSITION OF LARISSA COCHRAN
IN HER 30(B)(1) AND 30(B)(6) CAPACITIES
FRIDAY, JULY 11, 2025
10:00 A.M. PDT
PALO ALTO, CALIFORNIA

REPORTED BY AUDRA E. CRAMER, CSR NO. 9901

DIGITAL EVIDENCE GROUP
1730 M Street, NW, Suite 812
Washington, D.C. 20036
(202) 232-0646

7/11/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al. Larissa Cochran
Highly Confidential - Attorneys' Eyes Only

Page 106

1 **Q. And what was your role in those**
2 **discussions?**

3 A. Internal discussions with sourcing and
4 product management when they identified the need
5 or interest in [REDACTED].

6 **Q. Okay. And I think you said Mr. Wolf**
7 **was sourcing.**

8 **And who was product?**

9 A. Manju Varma.

10 **Q. And so as to your 30(b)(6) topics**
11 **today -- I can go back to where I started -- as**
12 **to [REDACTED] and Qualcomm's claims**
13 **against Arm, do you have any other nonprivileged**
14 **information other than what you've just told me?**

15 MS. MORGAN: Objection to form.

16 THE WITNESS: It'd be helpful if you
17 had a specific question that I might be able to
18 answer.

19 BY MS. DAWSON:

20 **Q. Well, you've testified -- that is my**
21 **specific question.**

22 **So as to [REDACTED] and**

Page 108

1 notifying Arm that they were in breach of the
2 TLA for failure to provide the offer for the
3 cores. In response, [REDACTED]

4 [REDACTED]
5 [REDACTED] that we've been talking about, the
6 [REDACTED]

7 [REDACTED].
8 The terms were not in compliance with
9 their obligations under [REDACTED] in the sense
10 that [REDACTED]

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]. As
19 the ASP, the average selling price of our
20 products increases. That has a significant
21 impact on our financials.
22

Page 107

1 [REDACTED] what
2 [REDACTED] what
3 **nonprivileged information do you have in**
4 **addition to what you've said, the discussions**
5 **with Mr. Wolf and Ms. Varma?**

6 MS. MORGAN: Objection to form.

7 THE WITNESS: I have Arm's offers in
8 response if you're considering that part of this
9 question. I'm not sure.

10 BY MS. DAWSON:

11 **Q. Uh-huh.**

12 A. There's some overlap in the question,
13 so it's a little bit --

14 **Q. Okay. Arm's offers in response.**

15 A. -- unclear to me what you're asking.

16 **Q. Sorry to speak over you.**

17 **So Arm's offers in response.**

18 **Did Arm end up giving Qualcomm an offer**
19 **for [REDACTED] and the peripheral IPs?**

20 MS. MORGAN: Objection to form.

21 THE WITNESS: In September Qualcomm
22 sent Arm a letter notifying that they --

Page 109

1 BY MS. DAWSON:

2 **Q. Understood.**

3 **So you -- that was a long answer that**
4 **I'm going to try to unpack.**

5 **But you said there was a notice that**
6 **Arm was in breach, and then after that, Arm [REDACTED]**

7 [REDACTED]
8 [REDACTED].

9 **Then you also said -- the terms of that**
10 **offer, though, you testified, were not in**
11 **compliance with their obligations under**
12 **[REDACTED] right?**

13 A. Yes.

14 **Q. So what's all the nonprivileged**
15 **information you have that you can share with me**
16 **sitting here today on why Arm was not in**
17 **compliance with their obligations under**

18 [REDACTED]
19 A. Arm [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

28 (Pages 106 to 109)

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Larissa Cochran

Highly Confidential - Attorneys' Eyes Only

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1 [REDACTED]. These are old products.

2 Q. Uh-huh.

3 A. [REDACTED]

4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 Q. Okay. Let me unpack that a little bit
15 more. So we'll get back to [REDACTED]

16 [REDACTED], so just put that aside for now.

17 How do you know all this information
18 that you're sharing that Arm did not [REDACTED]

19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]? Where's that information
coming from?

Page 112

1 MS. MORGAN: Objection to form.

2 THE WITNESS: They are not Qualcomm
3 attorneys.

4 BY MS. DAWSON:

5 Q. I'm sorry. They were done in their
6 work as Qualcomm employees? Excuse me.

7 A. Yes.

8 Q. And then when did they share that
9 information with you?

10 A. At the time that we were deciding
11 whether or not to accept the offers for [REDACTED]

12 [REDACTED].

13 Q. Okay. And any other nonprivileged
14 information you have to share about [REDACTED]
15 [REDACTED] and Qualcomm's allegations that
16 Arm is not in compliance with [REDACTED] of the
17 TLA?

18 A. There's also [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]. When we
22 didn't accept the offer for the other cores,

Page 111

1 A. The terms of the [REDACTED] itself --

2 Q. Uh-huh.

3 A. -- compared to [REDACTED]
4 [REDACTED].

5 Q. Okay. So your testimony on this is
6 informed on an analysis you did yourself --

7 A. Kurt Wolf and --

8 MS. MORGAN: Objection to form.

9 And let her finish asking the question.

10 Was there a question?

11 BY MS. DAWSON:

12 Q. Your testimony on this is informed by
13 an analysis you did yourself?

14 MS. MORGAN: Objection to form.

15 THE WITNESS: Kurt Wolf and Manju Varma
16 did the initial analyses.

17 BY MS. DAWSON:

18 Q. Were those initial analyses done as
19 preparation for this -- your deposition today?

20 A. No.

21 Q. They were done in their work as
22 Qualcomm attorneys?

Page 113

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 Q. Okay. Why did Qualcomm request to
7 extend the license to [REDACTED]
8 two years before those products -- that license
9 was set to expire?

10 A. Our products have a relatively long
11 life cycle. Two to three years you're going to
12 see if you -- when you look at -- if you looked
13 at our roadmaps, you'd see products are on the
14 roadmap about two to three years in advance.
15 The design, manufacturing, the verification time
16 in advance of tape-out -- and tape-out is the
17 deadline. We have to have taped out a product
18 before the agreement expires.

19 So we need to have that IP within that
20 two- to three-period -- or we prefer to have
21 that IP within that two- to three-period
22 timeline before the expiration, and this is

29 (Pages 110 to 113)

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1 something consistent with what Arm knows. For
2 example, in the [REDACTED]
3 [REDACTED], but [REDACTED] were not even
4 commercially available until 2022 --

5 **Q. Uh-huh.**

6 A. -- about a three-year timeframe.

7 **Q. Got it.**

8 **So does Qualcomm's current roadmap**
9 **beyond 2026 have products that include [REDACTED]**

10 [REDACTED]
11 A. Beyond 2026?

12 **Q. Yes.**

13 A. Not anymore.

14 **Q. When Qualcomm made that request for**
15 **[REDACTED] -- strike that.**

16 **A Qualcomm businessperson had the idea**
17 **to request [REDACTED] as an idea to**
18 **sweeten the pot for Arm to extend renewal offers**
19 **at low prices for the peripherals; right?**

20 MS. MORGAN: Objection to form.

21 THE WITNESS: I'm not aware of that.

22 What I am aware of is that Ziad Asghar

Page 116

1 line, we chose to move forward without renewing
2 the license to [REDACTED], and so
3 we've begun planning for alternatives.

4 **Q. So it's your testimony sitting here**
5 **today that Qualcomm changed its roadmap because**
6 **of the Arm offer on [REDACTED]?**

7 A. With respect to which of the Arm cores
8 will be used in products on the roadmap, yes,
9 there have been some changes that we've begun to
10 do -- additional work, time, money, effort -- to
11 begin to transition out the cores that we had
12 planned to use from Arm for other alternatives.

13 **Q. So that didn't quite answer my**
14 **question.**

15 **In 2024 when Qualcomm made the request**
16 **for the cores we're talking about, [REDACTED]**

17 **[REDACTED] your testimony is that Qualcomm's**
18 **roadmap at that time for post-2026 included**

19 [REDACTED]
20 A. We wanted to use [REDACTED]
21 [REDACTED] for products that were on the roadmap.

22 So my understanding -- and this is

Page 115

1 in product management, he said that [REDACTED]
2 [REDACTED] were Arm's -- the last of the [REDACTED] cores
3 that we had licensed that were -- that were
4 basically good cores. The other [REDACTED] cores that
5 we licensed [REDACTED] -- excuse
6 me -- [REDACTED] were
7 either canceled, which was [REDACTED], or they
8 didn't perform as Arm had originally told us.

9 **Q. You testified a minute ago that the**
10 **2026 -- post-2026 roadmap doesn't include those**
11 **cores; right?**

12 MS. MORGAN: Misstates the witness's
13 testimony.

14 THE WITNESS: To my understanding, the
15 current post-2026 roadmap does not include those
16 cores.

17 BY MS. DAWSON:

18 **Q. Was Qualcomm aware of that in 2024 when**
19 **it made the request?**

20 A. In 2024 when we made the request, there
21 were products on the roadmap that would include
22 those cores. But when Arm's offer was so out of

Page 117

1 where Manju Varma would -- I should probably
2 refer you to her for more specific details.

3 But the products are on the roadmap for
4 whatever, you know, market --

5 **Q. Uh-huh.**

6 A. -- customer requirements, et cetera.
7 Then product management determines what
8 third-party IP do we intend to use in that
9 product.

10 **Q. Uh-huh.**

11 A. And so as part of that analysis, we
12 knew which products were on the roadmap, and
13 then we have to decide what third-party IP do we
14 want to use, and some of that third-party IP is
15 Arm. And so it's at that point we'd go to Arm
16 or go to the other vendor and say, "Will you
17 give us a license to x, y, z we need?" and if we
18 can't get the license, like in this case with
19 Arm, then the plan changes.

20 The roadmap product is probably still
21 there. You know, if you're saying is there a
22 change, like a product falls off the roadmap, it

30 (Pages 114 to 117)

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1 may not. Instead we are just transitioning out
2 the different third-party IP that's in the
3 product depending on what we can license.

4 **Q. I got it.**

5 **So what were the products in 2024 --**
6 **what were the products in 2024 that had been**
7 **slated post-2026 to be using** [REDACTED]

8 [REDACTED]
9 A. So for [REDACTED] -- it's two
10 different buckets of products. [REDACTED]
11 are used together in what's called a big.LITTLE
12 configuration in a product. So you typically
13 use them both together on the same core.

14 **Q. Okay.**

15 A. I mean same chip. And that was for our
16 mobile, mid-tier.

17 **Q. Uh-huh.**

18 A. And there I'd have to refer you to
19 Manju for more details than that.

20 With respect to [REDACTED], that is

21 [REDACTED]
22 [REDACTED]

Page 120

1 is probably not the right word from a technical
2 perspective, because we're not actually removing
3 some -- from a technical perspective, we're not
4 removing it today. We are instead removing it
5 from the roadmap planning, and they're in the
6 process of developing the custom core that is
7 the alternative.

8 **Q. So Qualcomm is developing the**
9 **replacement for these implementation cores?**

10 A. Yeah, for [REDACTED], Qualcomm is
11 in the process of developing replacements.

12 **Q. So when was -- when was that decision**
13 **made that the custom core would replace** [REDACTED]
14 [REDACTED]?

15 A. I don't have this date. I'd have to
16 refer you to Manju.

17 **Q. Was it before 2024?**

18 A. No. That would have been 2023. No.

19 **Q. So it was after fall of 2024?**

20 A. It was after we received the offer.

21 **Q. And who made the decision to remove**
22 **[REDACTED] from the products post-2026.**

Page 119

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 **Q. Let me just stop you for a moment.**

15 **So in terms of the products, you said**
16 **that after Arm -- you didn't get the -- Qualcomm**
17 **didn't get the offer they wanted. The -- those**
18 **implementation cores were removed.**

19 **So when were those removed?**

20 A. So with respect to [REDACTED], we
21 are currently in the process of developing the
22 alternative core -- one of the alternative cores
that we would put in those products. "Removed"

Page 121

1 A. I don't know if it was anyone in
2 particular that I can point to. I know in
3 general that the plan of record is to use a
4 custom core in devices that were originally
5 going to use [REDACTED].

6 **Q. You don't have any testimony sitting**
7 **here today, though, who made that decision?**

8 A. No.

9 **Q. What group made that decision?**

10 A. No.

11 **Q. Do you have any other details you can**
12 **share with me about your testimony that** [REDACTED]

13 [REDACTED] were going to be removed from the
14 post-2026 roadmap and replaced with a Qualcomm
15 custom core?

16 A. No.

17 MS. DAWSON: Okay. I'm going to put in
18 front of you the next exhibit.

19 While it's getting marked, this is an
20 email starting with Qualcomm Bates 612367.

21 (Whereupon, Exhibit 8 was
22 marked for identification.)

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Page 134

1 [REDACTED] pricing was so outrageous, we chose not to
2 accept the offer at that time.

3 And then, subsequently, voice and music
4 and -- that's a Qualcomm business unit -- and
5 XR, which is extended reality, identified
6 additional products that they thought they might
7 want to use using [REDACTED], and so we submitted a
8 subsequent request.

9 **Q. Okay. Sitting here today, what is all**
10 **the nonprivileged information you can share with**
11 **me about why Qualcomm accepted -- only accepted**
12 **the offer at that time for peripherals?**

13 A. [REDACTED]
14 [REDACTED], and the peripherals are not a
15 particularly complex IP, [REDACTED]

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED].

22 **Q. Uh-huh.**

Page 136

1 A. Yes.

2 **Q. Is there any other information you have**
3 **besides the conversations with those two that**
4 **informs your testimony that you just gave about**
5 **there [REDACTED], so there was a financial**
6 **analysis about the [REDACTED] delta?**

7 A. I believe just privileged emails. I
8 can't recall.

9 MS. MORGAN: If you have a question
10 about the privilege, then we can go off the
11 record --

12 THE WITNESS: Yeah, yeah.

13 MS. MORGAN: -- and talk about it. But
14 if you -- we can only go off to talk if you have
15 a question about privilege.

16 THE WITNESS: Okay. Then I can't
17 answer that -- or I don't --

18 MS. MORGAN: Are you not answering
19 because you're confused about the privilege?

20 THE WITNESS: I'm not answering --

21 MS. DAWSON: Let's go off the record.

22 THE WITNESS: Yeah, let's go off the

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1 A. If you go to Arm's [REDACTED], I
2 think it was -- if you added them all up, it was
3 about [REDACTED].

4 So from a financial analysis, that
5 [REDACTED] delta, while, you know, we disagreed
6 that the price should increase, it was something
7 financially we could absorb, [REDACTED]

8 [REDACTED]
9 [REDACTED],

10 and that -- after they did the analysis, that
11 was not something that we could absorb.

12 **Q. So what's your basis for that**
13 **testimony?**

14 **Where do you know all that from that**
15 **you could absorb the increased money -- what's**
16 **your basis for that understanding?**

17 A. From the conversations with Manju Varma
18 and Kurt Wolf.

19 **Q. The August 2024 conversation?**

20 A. No. The conversations I had recently
21 with them to prepare.

22 **Q. Pertaining to this?**

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1 record.

2 THE VIDEOGRAPHER: We are now off the
3 record at 1:37.

4 (Pause in the proceedings.)

5 THE VIDEOGRAPHER: We are now on the
6 record at 1:41.

7 BY MS. DAWSON:

8 **Q. So I'll ask my question again.**

9 **Is there any other information you have**
10 **besides the conversations with --**

11 THE VIDEOGRAPHER: Oh, hold on.

12 (Discussion held off the record.)

13 MS. DAWSON: Strike that. I'll start
14 over.

15 THE VIDEOGRAPHER: Okay.

16 BY MS. DAWSON:

17 **Q. Is there any other information you have**
18 **besides the conversation with the two -- with**
19 **Ms. Varma and Mr. Wolf that informs your**
20 **testimony that you had given previously about**
21 **there [REDACTED]**

22 [REDACTED]?

35 (Pages 134 to 137)

7/11/2025

Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.

Larissa Cochran

Highly Confidential - Attorneys' Eyes Only

Page 238	Page 240
<p>1 proceedings. We are now off the record. The</p> <p>2 time is 3:55.</p> <p>3 (Whereupon, at 3:55 p.m. PDT</p> <p>4 the deposition of LARISSA COCHRAN</p> <p>5 was adjourned.)</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p>	<p>1 Larissa Cochran, c/o</p> <p>2 DUNN ISAACSON RHEE LLP</p> <p>3 401 9th Street Northwest</p> <p>4 WASHINGTON, D.C. 20004</p> <p>5</p> <p>6 Case: Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.</p> <p>7 Date of deposition: July 11, 2025</p> <p>8 Deponent: Larissa Cochran</p> <p>9</p> <p>10 Please be advised that the transcript in the above</p> <p>11 referenced matter is now complete and ready for signature.</p> <p>12 The deponent may come to this office to sign the transcript,</p> <p>13 a copy may be purchased for the witness to review and sign,</p> <p>14 or the deponent and/or counsel may waive the option of</p> <p>15 signing. Please advise us of the option selected.</p> <p>16 Please forward the errata sheet and the original signed</p> <p>17 signature page to counsel noticing the deposition, noting the</p> <p>18 applicable time period allowed for such by the governing</p> <p>19 Rules of Procedure. If you have any questions, please do</p> <p>20 not hesitate to call our office at (202)-232-0646.</p> <p>21 Sincerely,</p> <p>22 Digital Evidence Group</p> <p>Copyright 2025 Digital Evidence Group</p> <p>Copying is forbidden, including electronically, absent</p> <p>express written consent.</p>
Page 239	Page 241
<p>1 STATE OF CALIFORNIA)</p> <p>2 COUNTY OF SAN MATEO) SS.</p> <p>3</p> <p>4 I, AUDRA E. CRAMER, CSR No. 9901, in and for the</p> <p>5 State of California, do hereby certify:</p> <p>6 That, prior to being examined, the witness named</p> <p>7 in the foregoing deposition was by me duly sworn to</p> <p>8 testify the truth, the whole truth and nothing but the</p> <p>9 truth;</p> <p>10 That said deposition was taken down by me in</p> <p>11 shorthand at the time and place therein named, and</p> <p>12 thereafter reduced to typewriting under my direction,</p> <p>13 and the same is a true, correct and complete transcript</p> <p>14 of said proceedings;</p> <p>15 I further certify that I am not interested in the</p> <p>16 event of the action.</p> <p>17 Witness my hand this 14 day of July, 2025.</p> <p>18</p> <p>19</p> <p>20 _____</p> <p>21 Certified Shorthand</p> <p>22 Reporter for the</p> <p>State of California</p>	<p>1 Digital Evidence Group, L.L.C.</p> <p>2 1730 M Street, NW, Suite 812</p> <p>3 Washington, D.C. 20036</p> <p>4 (202) 232-0646</p> <p>5</p> <p>6 SIGNATURE PAGE</p> <p>7 Case: Qualcomm Incorporated, et al. v. Arm Holdings PLC, et al.</p> <p>8 Witness Name: Larissa Cochran</p> <p>9 Deposition Date: July 11, 2025</p> <p>10</p> <p>11 I do hereby acknowledge that I have read</p> <p>12 and examined the foregoing pages</p> <p>13 of the transcript of my deposition and that:</p> <p>14</p> <p>15 (Check appropriate box):</p> <p>16 () The same is a true, correct and</p> <p>17 complete transcription of the answers given by</p> <p>18 me to the questions therein recorded.</p> <p>19 () Except for the changes noted in the</p> <p>20 attached Errata Sheet, the same is a true,</p> <p>correct and complete transcription of the</p> <p>answers given by me to the questions therein</p> <p>recorded.</p> <p>21 _____</p> <p>22 DATE WITNESS SIGNATURE</p> <p>_____</p> <p>DATE NOTARY</p>

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EXHIBIT 22



Qualcomm Incorporated

5775 Morehouse Drive, San Diego, CA 92121

www.qualcomm.com

VIA ELECTRONIC AND REGISTERED MAIL

September 27, 2024

Spencer Collins
EVP, Chief Legal Officer
ARM Limited
110 Fulbourn Road
Cambridge, CB1 9NJ
United Kingdom

ARM Limited
110 Fulbourn Road
Cambridge, CB2 2HT
United Kingdom

Dear Spencer,

We have not received confirmation of your receipt of my September 20, 2024 letter, a copy of which is attached hereto. That letter served as Qualcomm's written notice to ARM of ARM's breach of, and non-compliance with, [REDACTED] of Qualcomm's Technology License Agreement (TLA).

This letter is Qualcomm's second written notice of breach and non-compliance [REDACTED]
[REDACTED]. ARM must cure this non-compliance [REDACTED]
[REDACTED] or Qualcomm intends to exercise its remedies [REDACTED]

Qualcomm reserves all rights.

Best regards,

Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated

cc: Jeff Fonseca, Account Manager, Jeff.Fonseca@arm.com (via electronic and registered mail)
Jason Child, EVP and Chief Financial Officer, jason.child@arm.com (via electronic and registered mail)
Rene Haas, Chief Executive Officer, Rene.Haas@arm.com (via electronic and registered mail)
Chief Operating Officer (via registered mail; no name or address to send via electronic mail)
ARM Legal (via facsimile +44 1223 400546)



Qualcomm Incorporated

5775 Morehouse Drive, San Diego, CA 92121

www.qualcomm.com

VIA ELECTRONIC AND REGISTERED MAIL

September 20, 2024

Spencer Collins
EVP, Chief Legal Officer
ARM Limited
110 Fulbourn Road
Cambridge, CB1 9NJ
United Kingdom

ARM Limited
110 Fulbourn Road
Cambridge, CB2 2HT
United Kingdom

Dear Spencer,

This letter relates to the Technology License Agreement between ARM Limited ("ARM") and Qualcomm Global Trading Pte, Ltd ("Qualcomm") dated May 30, 2013 (the "TLA"). Per the [REDACTED], this letter serves as Qualcomm's written notice of ARM's breach of, and non-compliance with, [REDACTED] of the TLA. [REDACTED]

Qualcomm has requested licenses to various ARM cores, including [REDACTED] and Cortex-M55. Qualcomm submitted its [REDACTED] for [REDACTED] in April 2024. However, after repeated follow-ups from Qualcomm over several months, ARM has refused to provide any proposed license offer. When Qualcomm then submitted an [REDACTED] for Cortex-M55 in August 2024, ARM again refused to provide offers for any of the requested cores.

Under [REDACTED] of the TLA, ARM must [REDACTED] and, in prior years, ARM's custom and practice was to do so promptly. However, [REDACTED] ARM has failed to offer Qualcomm a license to the requested [REDACTED]. We ask that ARM provide the requested core licenses immediately and in accordance with the terms and conditions of the TLA [REDACTED] or Qualcomm will be forced to exercise its remedies under the TLA.

In addition, Qualcomm has requested licenses to various peripherals [REDACTED] including the GIC-700, MMU-700, and ELA-600. Qualcomm first submitted requests to license the GIC-700 in September 2023 and the MMU-700 in October 2023, but ARM refused to provide the requested offers. When Qualcomm reiterated its requests in December 2023, ARM still refused to make a timely offer. In April 2024, Qualcomm again submitted requests to license the GIC-700 and MMU-700, as well as a request to license the ELA-600. However, after repeated follow-ups from Qualcomm over



several months, ARM still failed to provide an offer for any of the requested peripherals, restating, as recently as August 2024, that ARM would not do so.

[REDACTED] Please
provide us with the requested peripheral licenses immediately, [REDACTED]
[REDACTED]

Qualcomm reserves all rights.

Best regards,

A handwritten signature in cursive script, appearing to read "Ann Chaplin".

Ann Chaplin
General Counsel and Corporate Secretary
Qualcomm Incorporated

cc: Kristin Webster, Account Manager, Kristin.Webster@arm.com (via electronic and registered mail)
Jason Child, EVP and Chief Financial Officer, jason.child@arm.com (via electronic and registered mail)
ARM Legal (via facsimile +44 1223 400546)

EXHIBIT 23

EXHIBIT 24



Qualcomm Global Trading Pte. Ltd.

Qualcomm IP Extension Offer

Date of Offer:

24 October 2024

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☐ 7 years TERM license; or

☐ 3 years TERM license; or

☐ Single Use license.

License Fees (in USD)

General Terms

1. This Qualcomm IP Extension Offer expires on 23 November 2024.
2. This Qualcomm IP Extension Offer is subject to Qualcomm Global Trading Pte. Ltd.'s acceptance pursuant to this offer and the parties' execution of contracts memorializing the commercial terms and conditions outlined in this offer, consistent with the parties' past practice: (i) an amendment to the existing Annex 1 (Arm document number CM0001915) under the Technology License Agreement (Arm document number LEC-TLA-00550, "TLA") and (ii) an amended and restated master royalty schedule between the parties.
3. Each Single Use License provides rights to develop a single design of an [REDACTED] within a three (3) year period from October 17, 2026.
4. A Term License provides rights to develop an unlimited number of designs of an [REDACTED] during the specified period.
5. Royalty rates are based on the ASP of the packaged [REDACTED].
6. The royalty rates specified and license grants under the relevant annex as amended pursuant to this Qualcomm IP Extension Offer will be applicable for all [REDACTED] taped out after October 17, 2026.
7. Royalties for the aforementioned ARM CPUs shall be additive to any other royalties for other royalty bearing ARM products.
8. If an ARM CPU has more than 8 Integer CPUs in an [REDACTED], then the parties will separately negotiate the applicable Running Royalty.
9. Each Cortex-M55 Processor Integer CPU shall be considered a separate ARM Core for the purposes of calculating royalties.
10. The royalty rates specified are not subject to any other royalty discount or royalty cap in the Master Royalty Schedule.
11. The Total Compute configuration royalty rate specified in the Royalty Rates table is applicable where the corresponding configuration specified is instantiated in the same [REDACTED].
12. Support and Maintenance is not included in this Qualcomm IP Extension Offer.
13. The pricing in this Qualcomm IP Extension Offer is based on the assumption Qualcomm will license all products for which it requested offers, but the products can be licensed independently.
14. Payment terms are in accordance with clause [REDACTED] of the TLA. For clarity, upon Qualcomm Global Trading Pte. Ltd.'s acceptance pursuant to this Qualcomm IP Extension Offer, Qualcomm Global Trading Pte. Ltd. shall pay all License Fees for the selected license extension option within forty-five (45) days of receipt of ARM's invoice therefor.

Agreed and Accepted by Qualcomm Global Trading Pte. Ltd.

Qualcomm Global Trading Pte. Ltd.

SIGNED:

NAME:

TITLE:

DATE:

EXHIBIT 25

EXHIBIT 26

**United States District Court
District of Delaware
Civil Action No. 1:24-cv-00490-MN**

**Qualcomm Incorporated and
Qualcomm Technologies, Inc.**

v.

Arm Holdings plc

**Expert Report of Patrick F. Kennedy, Ph.D.
August 8, 2025**

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
v. ARM HOLDINGS PLC

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	[REDACTED]	
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[illegible]

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
V. ARM HOLDINGS PLC**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
v. ARM HOLDINGS PLC**

I. INTRODUCTION

1. I have been retained by Counsel representing Qualcomm Incorporated and Qualcomm Technologies, Inc. (collectively referred to in this report as “Plaintiffs” or “Qualcomm”) to evaluate damages related to certain claims asserted by Qualcomm against Arm Holdings plc (“Arm” or “Defendant”)¹ related to the alleged wrongful conduct described in Qualcomm’s Second Amended Complaint in this action.² The purpose of my report is to disclose my professional background and experience, the materials subject to my review, and my expert opinions associated with Qualcomm’s claims regarding damages in this matter.

2. This report summarizes my opinions given the information available to me at this time. If I receive additional relevant information, I reserve the right to prepare a supplemental report incorporating this new information.

II. QUALIFICATIONS AND TESTIMONY

3. I am an economist and Managing Director with Stout Risius Ross, LLC (“Stout”). Stout is a professional services firm that provides independent expert testimony, analysis, valuation, and strategic consulting services to clients, along with financial services such as investment banking, advisory, and valuation services. I hold a bachelor’s degree in Economics from the University of California, San Diego and a doctorate in Economics from Stanford University. Prior to joining Stout, I was a Managing Director with Torrey Partners, a Managing

¹ I am aware that there is a pending motion to amend Qualcomm’s Second Amended Complaint to name both Arm Holdings plc and Arm Ltd. as Defendants. Nothing in my analysis and quantification of certain categories of Qualcomm’s claimed damages is dependent on which Arm corporate entity(ies) are named Defendant(s). See Plaintiffs’ Motion for Leave to Amend the Complaint to Name Arm Holdings Plc. And Arm Ltd. as Individual Defendants, August 1, 2025.

² Second Amended Complaint, *Qualcomm Inc. and Qualcomm Technologies, Inc. v. Arm Holdings plc f/k/a Arm Ltd.*, Civil Action No. 1:24-cv-00490-MN, June 3, 2025 (“Second Amended Complaint”), pp. 1-6.

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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Director with LECG, a Shareholder with Mack|Barclay, Inc., a Director of Economic Research with International Securities Group, and an Economist with the Board of Governors of the Federal Reserve System in Washington, D.C. Attached at **Exhibit A** is my curriculum vitae, which summarizes my educational and professional background.

4. My professional experience includes assessing economic damages within and outside of the litigation environment; many of these matters have required my presentation of qualified expert testimony in state and federal courts. Attached at **Exhibit B** is a list of my deposition, arbitration, and trial testimony for the last five years.

5. In this case, Stout is being compensated for my analysis and testimony at a rate of \$950 per hour. In preparing the analysis reflected in this report, I have been assisted by consultants employed by Stout, who performed work under my direction. My compensation is not contingent upon the outcome of this litigation or my opinions.

III. MATERIALS CONSIDERED

6. In connection with my continuing review and analysis, I have considered, reviewed, and relied upon materials and information that may be cited directly in this report and are generally summarized at the attached **Exhibit C**. This information includes pleadings, depositions, documents produced by the parties, third party information, interviews, and other expert reports, all of which I incorporate herein by reference, even if not specifically stated.

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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IV. CASE BACKGROUND

A. Relevant Parties

i. Qualcomm

7. Qualcomm was incorporated in 1985 and is headquartered in San Diego, California.³ Qualcomm is a global leader in the development and commercialization of technologies for the wireless telecommunications (e.g., 3G, 4G, and 5G wireless connectivity) and “high-performance and low-power computing and on-device artificial intelligence” markets.⁴ Qualcomm also provides technologies to markets such as automotive (e.g., connectivity, digital cockpit, advanced driver assistance systems, and automated driving) and internet of things (“IoT”), (e.g., consumer computing, voice and music, extended reality, edge networking, and industrial).⁵ Qualcomm’s handset/smartphone segment generated the majority of Qualcomm’s revenue in FY 2024 (64% of total revenue) and fiscal 2025 year-to-date (63% of total revenue).⁶

ii. Arm Holdings plc

8. Arm was incorporated as Widelogic Limited in 1990 and is headquartered in Cambridge, United Kingdom.⁷ Arm develops and licenses central processing units (“CPUs” or “microprocessors”⁸) and architecture technologies for use in semiconductors and products such as cloud compute, networking equipment, mobile phones, mobile applications, and consumer

³ Qualcomm Incorporated Form 10-K for the fiscal year ended September 29, 2024, pp. 6, 26.

⁴ Qualcomm Incorporated Form 10-K for the fiscal year ended September 29, 2024, p. 6.

⁵ Qualcomm Incorporated Form 10-K for the fiscal year ended September 29, 2024, p. 6.

⁶ Handset Revenue / Total Revenue = \$24,863 / \$38,962 = 64% (revenue in millions, USD); see Qualcomm Incorporated, Form 10-K for the fiscal year ended September 29, 2024, pp. 41, 44. Handset Revenue / Total Revenue = \$20,831 / \$33,013 = 63% (revenue in million, USD); see Qualcomm Incorporated, Form 10-Q for the quarterly period ended June 29, 2025, pp. 5, 10.

⁷ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, pp. 56, 66. Arm Limited is a wholly owned subsidiary of Arm Holdings plc.

⁸ <https://download.intel.com/newsroom/kits/40thanniversary/pdfs/What_is_a_Microprocessor.pdf>.

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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electronics (e.g., wearables, laptops).⁹ Arm states in its annual financial filing for its fiscal year ended March 31, 2025, that it “license[s] [its] products to semiconductor companies, OEMs [(Original Equipment Manufacturers)], and other organizations to design their chips.”¹⁰ Arm further describes that its licenses have multiple components that generate revenue, including license fees, support and maintenance fees, and per-chip royalties.¹¹

9. Arm states that its “CPU products address diverse requirements for performance, power, and size.”¹² Arm also states that it offers complementary products such as graphic processing units (“GPUs”) and neural processing units (“NPUs”) that provide “computing acceleration,” design components “that enable designers to create high-performance” and “secure” chips, and tools and software that support the “development and deployment” of Arm’s products.¹³

10. Arm’s website states that “100% of the world’s population uses Arm based products,” with more than 310 billion Arm-based chips shipped to date.¹⁴ Arm’s CEO, Rene Haas, has described Arm as having “the most ubiquitous computer architecture on the planet.”¹⁵ According to Arm’s SEC filings, Arm has “maintained market share in the mobile applications processor market of greater than 99% for many years, by virtue of all key mobile operating systems depending on Arm processors.”¹⁶

⁹ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, pp. 57, 59-61.

¹⁰ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 61.

¹¹ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, pp. 68-69.

¹² Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 57.

¹³ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, pp. 9, 58-59.

¹⁴ <<https://www.arm.com/company>>.

¹⁵ “Rene Haas: ‘Arm has the most ubiquitous computer architecture on the planet,’” Financial Times, June 7, 2024, <<https://www.ft.com/content/5b191c4c-119f-4f97-bc61-622d20bfa46d>>.

¹⁶ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, pp. 59.

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
v. ARM HOLDINGS PLC

11. Jonathan Weiser, Former Lead Attorney at QCT,¹⁷ testified that he “believe[s] that Arm [has] a monopoly in the mobile space, wireless space, cell phone technology with regard to its adoption” of its instruction set architecture.¹⁸ In an Arm Global Finance Conference 2021 presentation, Arm stated that “Arm’s success has come from the wide accessibility of its architecture” and “its fostering of an enormous ecosystem of developers.”¹⁹ Arm further states that it has an “unparalleled software ecosystem” and that “no other business ecosystem comes close to this group of silicon, system and software companies.”²⁰ Arm claims that its ecosystem has “over 22 million developers building on Arm” as of May 2025.²¹

12. However, Arm appears to be shifting its strategy to make chips in house, much like architecture license partners Qualcomm and NVIDIA. In a February 2025 article, the *Financial Times* reported that “Arm plans to launch its own [semiconductor] chip...made in-house.”²² The *Financial Times* described that Arm previously “design[ed] the basic building blocks of a chip” and that this move is a “radical change to the...business model of licensing its blueprints to the likes of Apple and Nvidia.”²³ Mr. Haas testified [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].²⁴

13. [REDACTED]

[REDACTED]

¹⁷ Deposition of Jonathan Weiser, July 11, 2025, p. 55. I understand that “QCT” refers to “Qualcomm CDMA Technologies” and is Qualcomm’s “semiconductor business.” See Qualcomm Incorporated, Form 10-K for the fiscal year ended September 29, 2024, p. 7.

¹⁸ Deposition of Jonathan Weiser, July 11, 2025, pp. 8-9.

¹⁹ ARMQC_02727610-629 at ‘617.

²⁰ ARMQC_02720799-800 at ‘799; ARMQC_00001136-163 at ‘142.

²¹ <<https://newsroom.arm.com/blog/arm-computex-2025>>.

²² <<https://www.ft.com/content/95367b2b-2aa7-4a06-bdd3-0463c9bad008>>.

²³ <<https://www.ft.com/content/95367b2b-2aa7-4a06-bdd3-0463c9bad008>>.

²⁴ Deposition of Rene Haas, July 7, 2025, pp. 221, 225.

25 Deposition of Rene Haas, July 7, 2025, pp. 221, 225; <<https://www.ft.com/content/95367b2b-2aa7-4a06-bdd3-0463c9bad008>>.

26 Deposition of Rene Haas, July 7, 2025, pp. 209, 212.

27 Deposition of Lynn Couillard, July 3, 2025, p. 13.

28 Deposition of Lynn Couillard, July 3, 2025, pp. 122, 132.

29 Deposition of Lynn Couillard, July 3, 2025, pp. 122-124.

30 Deposition of Lynn Couillard, July 3, 2025, pp. 125-126.

31 Deposition of Mohamed Awad, July 29, 2025, pp. 7-8.

32 Deposition of Mohamed Awad, July 29, 2025, pp. 40-41.

33 Deposition of Rene Haas, July 7, 2025, p. 186.

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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B. Litigation

15. On August 31, 2022, Arm filed a complaint against Qualcomm and NuVia, Inc. (“Nuvia”) for breach of contract – specific performance, declaratory judgment and trademark infringement under 15 U.S.C § 1114, and declaratory judgment and false designation under 15 U.S.C § 1125 in the U.S. District Court for the District of Delaware.³⁶ Qualcomm and Nuvia responded with an amended counterclaim filed on October 26, 2022, seeking a declaratory judgment that the defending parties did not breach Nuvia’s license agreements with Arm.³⁷ Qualcomm also sought a declaratory judgment that its custom CPU products were licensed under Qualcomm’s architecture license agreement with Arm.³⁸ The parties proceeded to a combined bench and jury trial from December 13, 2024 to December 20, 2024.³⁹ The jury found that Qualcomm did not breach the architecture license agreement between Arm and Nuvia and that Qualcomm’s CPUs that include designs acquired in the Nuvia acquisition are licensed under the architecture license agreement between Arm and Qualcomm.⁴⁰ The jury did not reach a verdict on Arm’s claim that Nuvia breached the architecture license agreement between Arm and Nuvia.⁴¹

³⁴ Deposition of Rene Haas, July 7, 2025, pp. 190-191.

³⁵ Deposition of Rene Haas, July 7, 2025, pp. 196-197.

³⁶ Complaint, *Arm Ltd. v. Qualcomm Inc., Qualcomm Technologies, Inc. and Nuvia, Inc.*, Civil Action No. 1:22-cv-01146-MN, August 31, 2022.

³⁷ Defendants’ Answer and Defenses to Plaintiff’s Complaint and Jury Demand and Defendants’ Amended Counterclaim, October 26, 2022, p. 80.

³⁸ Defendants’ Answer and Defenses to Plaintiff’s Complaint and Jury Demand and Defendants’ Amended Counterclaim, October 26, 2022, p. 80.

³⁹ Opening Brief in Support of Defendant NuVia, Inc.’s Renewed Motions for Judgment as a Matter of Law, January 17, 2025, p. 1.

⁴⁰ Opening Brief in Support of Defendant NuVia, Inc.’s Renewed Motions for Judgment as a Matter of Law, January 17, 2025, p. 1.

⁴¹ Opening Brief in Support of Defendant NuVia, Inc.’s Renewed Motions for Judgment as a Matter of Law, January 17, 2025, p. 1.

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16. On April 18, 2024, Qualcomm filed a complaint (the “Complaint”) against Arm for two counts, including declaratory judgment and breach of [REDACTED] of the parties’ architecture license agreement.⁴² On December 16, 2024, Qualcomm filed a first amended complaint (the “First Amended Complaint”) against Arm that added claims for breach of the implied covenant of good faith and fair dealing, intentional interference with prospective economic advantage, negligent interference with prospective economic advantage, and violations of California unfair competition law under California Business and Professions Code §§ 17200 *et seq.*, in addition to the aforementioned counts alleged in the Complaint.⁴³ On June 3, 2025, Qualcomm filed its second amended complaint (the “Second Amended Complaint”) against Arm that added claims for Arm’s contractual breach of sections [REDACTED] of the parties’ technology license agreement.⁴⁴

C. Relevant Arm / Qualcomm Licenses

17. I understand that Arm licenses its technology under agreements including architecture license agreements (“ALA”) and technology licensing agreements (“TLA”).⁴⁵ Arm states that “architecture licensees [under an ALA] will often also license Arm CPU designs [under a TLA] to use either as a complementary processor alongside the licensee’s Arm-compliant CPU design, or in other chips where the licensee’s own design is unsuitable.”⁴⁶

⁴² Complaint, *Qualcomm Incorporated, Qualcomm Technologies, Inc., v. Arm Holdings Plc.*, Civil Action No. 24-490-MN, April 18, 2024 (“Complaint”), pp. 20-21, 23.

⁴³ First Amended Complaint, *Qualcomm Incorporated, Qualcomm Technologies, Inc., v. Arm Holdings Plc.*, Civil Action No. 24-490-MN, December 16, 2024 (“First Amended Complaint”), pp. 39-47.

⁴⁴ Second Amended Complaint, pp. 52-65.

⁴⁵ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, pp. 67-68.

⁴⁶ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 68.

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18. Under an Arm ALA, a licensee develops custom CPU designs that are compliant with the Arm instruction set architecture (“ISA”) for a fixed architecture license fee.⁴⁷ Under a TLA, Arm licenses a “single CPU design or other technology design to a customer in return for a fixed license fee.”⁴⁸ Arm also states that it “generate[s] the majority of [its] revenue from customers who enter into license agreements, pursuant to which [Arm] receive[s] royalty fees based on average selling price of the customer’s Arm-based chip or a fixed fee per chip.”⁴⁹ Arm describes that the TLA “may be limited by term (i.e., the number of years during which the licensee is entitled to incorporate [Arm’s] products in new chip designs, but licensees typically have the right to manufacture designs perpetually) and/or by number of uses (i.e., the number of concurrent chip designs that may use [Arm’s] products).”⁵⁰

i. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁴⁷ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 68.

⁴⁸ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 68; *see, e.g.*, ARMQC_02747848-867 at ‘866-867.

⁴⁹ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 68.

⁵⁰ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 68.

⁵¹ I understand that Qualcomm Global Trading PTE Ltd. is a subsidiary of Qualcomm. *See* <<https://www.sec.gov/Archives/edgar/data/804328/000080432824000075/qcom092924ex21.htm>>. I refer to Qualcomm Global Trading PTE Ltd. as “Qualcomm” at times throughout my report.

⁵² ARM_00055357-399 at ‘357.

⁵³ ARM_00055357-399 at ‘357, ‘360, ‘363; QCARM_0343120-142; QCARM_0338573-576; QCVARM_1015821-843. I understand that Arm refers to the “v8-A” architecture as “v8.”



10

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

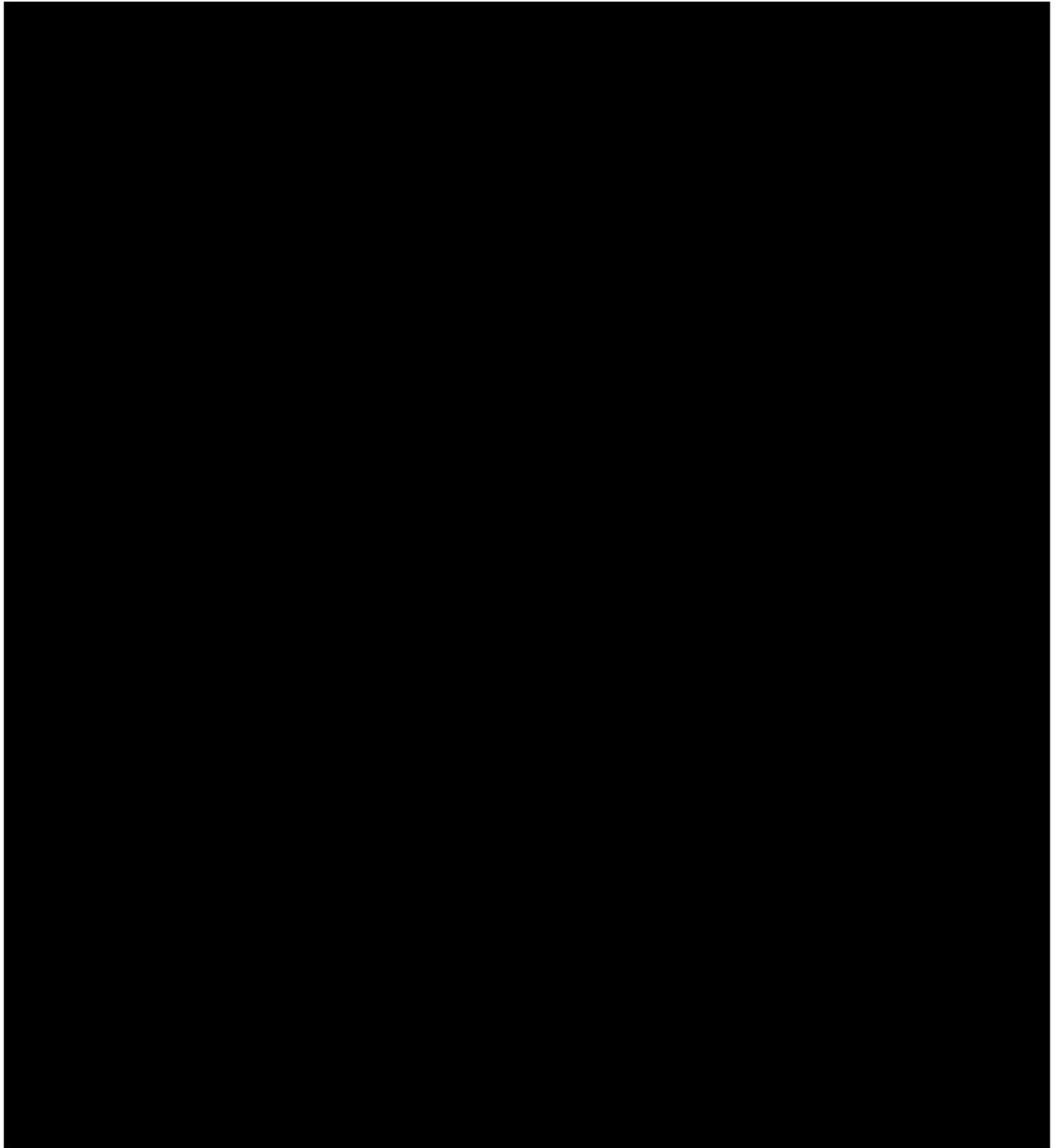
ii. Qualcomm TLA

[REDACTED]

[REDACTED]

⁵⁹ ARM_00055357-399 at '373.
⁶⁰ QCVARM_1015821-843 at '821, '827.
⁶¹ QCVARM_1015821-843 at '834-835.
⁶² QCVARM_1015821-843 at '833.
⁶³ QCARM_0343533-587 at '533.
⁶⁴ QCARM_0343533-587 at '533, '535, '537.
⁶⁵ QCARM_0343533-587 at '541.
⁶⁶ QCARM_0343533-587 at '552.
⁶⁷ QCARM_0343533-587 at '545-546.

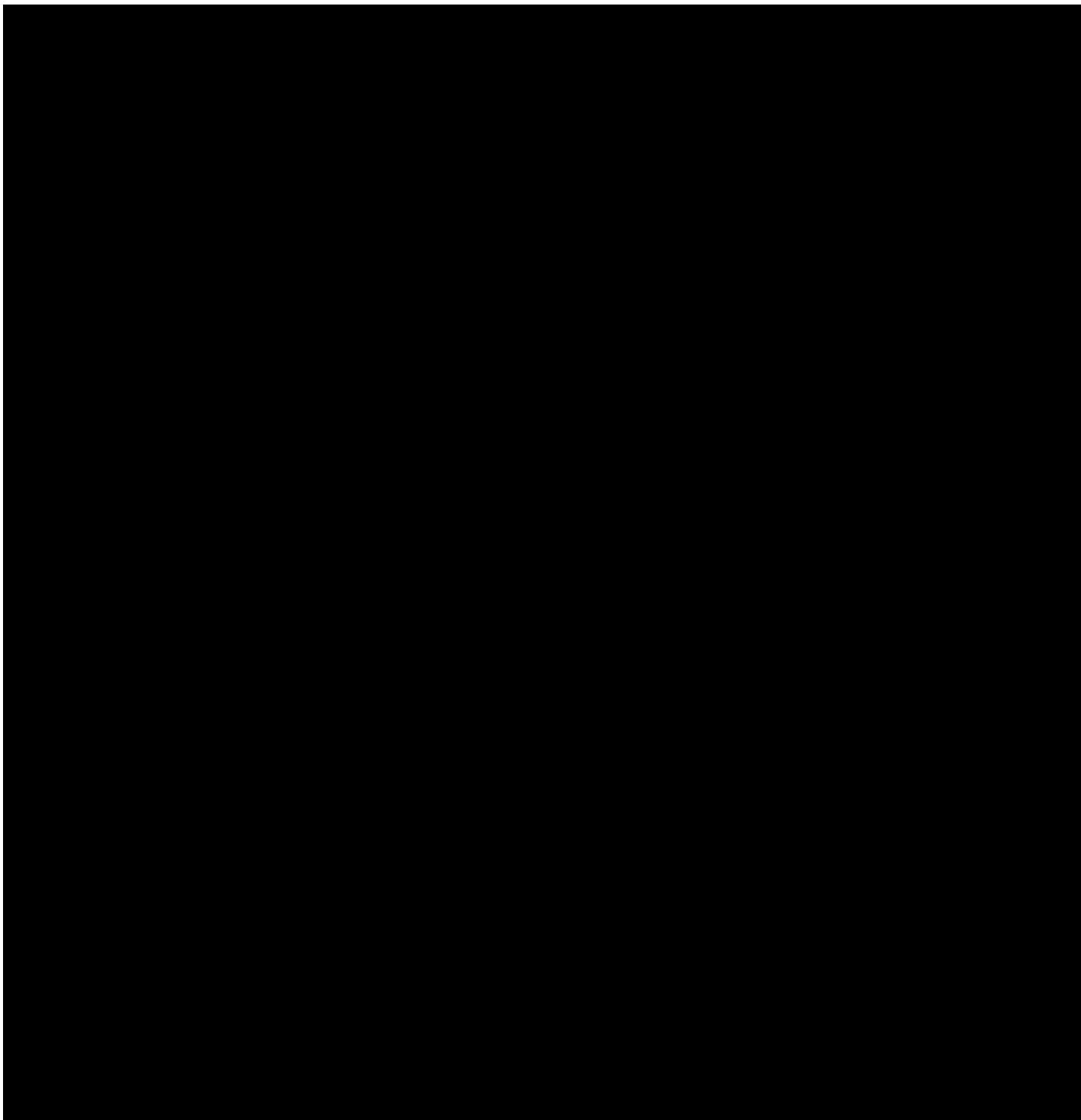
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⁶⁸ QCARM_0343533-587 at '545.

⁶⁹ QCARM_0343533-587 at '546.

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⁷⁰ QCARM_0343533-587 at '546.
⁷¹ QCARM_0343533-587 at '546.
⁷² ARMQC_02747848-867 at '848.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

D. Comparison of Arm's Proposed License Fees and Royalty Rates for [REDACTED]

48. As part of the [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].¹²⁴ Each respective term license had the following proposed license fees for [REDACTED]

[REDACTED].

[REDACTED]

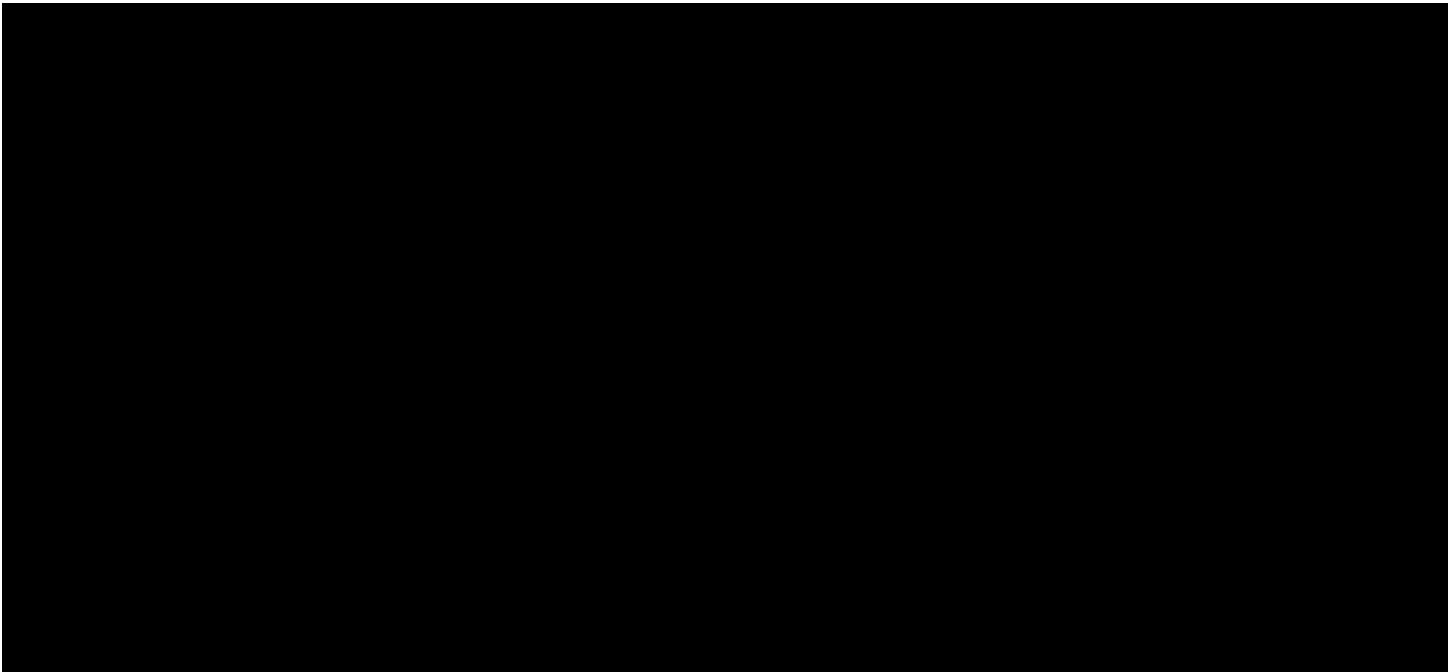
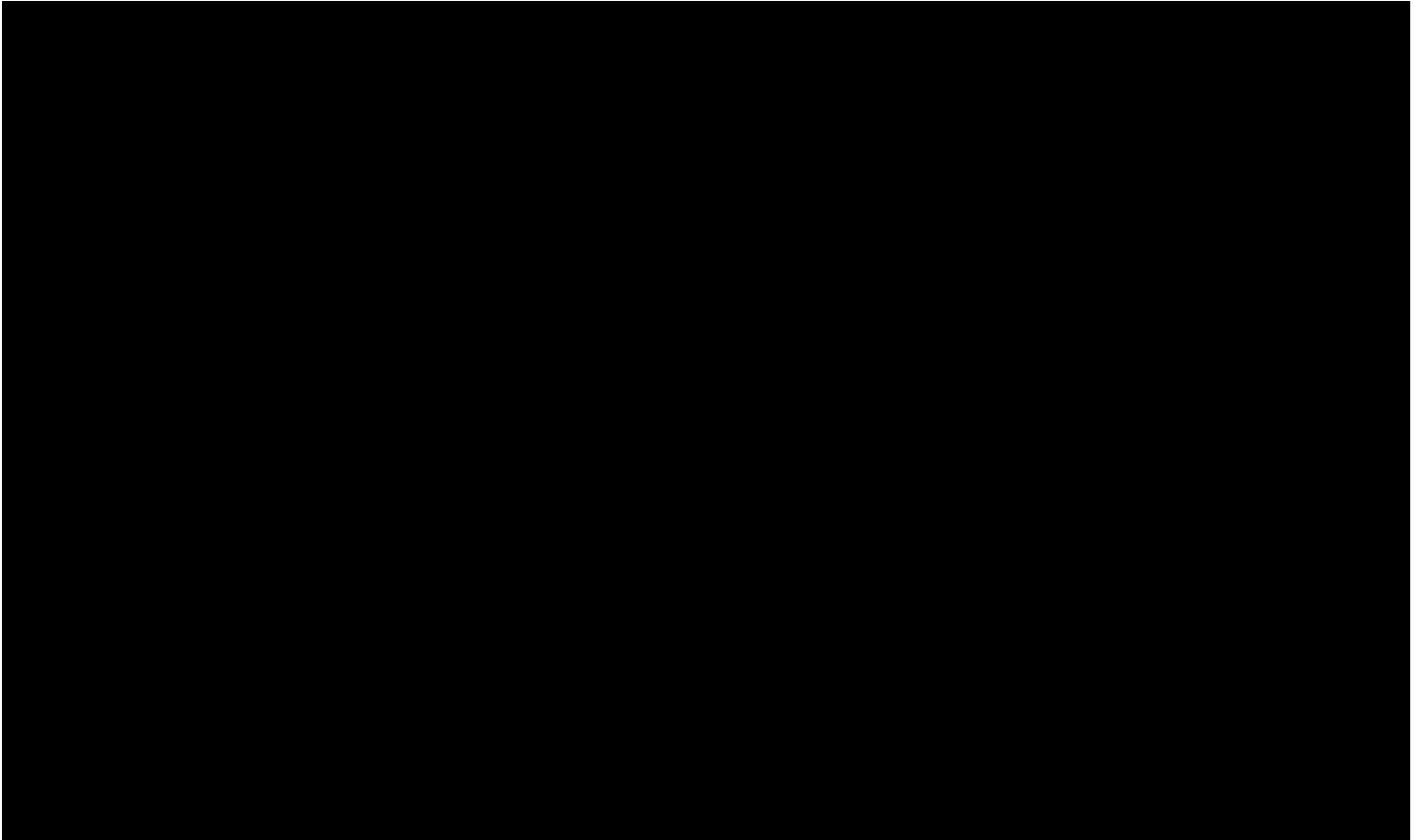
¹²² Second Amended Complaint, pp. 39-40.

¹²³ QCVARM_0616967-969 at '968.

¹²⁴ QCVARM_0616967-969 at '969.

¹²⁵ QCVARM_0616967-969 at '968.

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¹²⁶ QCVARM_0616967-969 at '968. Figure contains screen shot from Arm's 

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**E. Qualcomm's Damages Related to Arm's Alleged Breach of the Implied
Covenant of Good Faith and Fair Dealing in the Qualcomm TLA**

83. I understand that Qualcomm asserts claims related to Arm's alleged breach of the implied covenant of good faith and fair dealing in the Qualcomm TLA due to, among other things, Arm's bad faith licensing proposals for IP including [REDACTED]

¹⁹¹ Second Amended Complaint, pp. 34-38.

¹⁹² Arm's First Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), July 11, 2025, p. 60.

¹⁹³ Arm's First Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), July 11, 2025, p. 60.

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ii. Qualcomm's Requests for License Proposals

87. Qualcomm [REDACTED]

[REDACTED] Qualcomm's current license to [REDACTED] expires in [REDACTED], and Qualcomm communicated to Arm that it wished to extend its license for an additional [REDACTED] years [REDACTED]

[REDACTED].²¹³ On [REDACTED], Qualcomm also contacted Arm and stated [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED].²¹⁴ On [REDACTED], Dawn Hill, former Director of Global Sales at Arm and former "account manager for Qualcomm from Arm,"²¹⁵ communicated to Qualcomm personnel that "[REDACTED]"

²¹¹ QCARM_0027985-986 at '985; ARM_00062474-493 at '488.

²¹² QCVARM_0608131-138 at '133-134.

²¹³ QCVARM_0608131-138 at '133-134.

²¹⁴ QCVARM_0613037-039 at '037-038.

²¹⁵ <<https://www.linkedin.com/in/dawn-hill-montemagni/>>; 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 81.

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[REDACTED] [REDACTED] [REDACTED]”²¹⁶

Based on email correspondence between Qualcomm and Arm, the parties again discussed Arm [REDACTED] [REDACTED] [REDACTED], without an agreement.²¹⁷

88. In [REDACTED] Kurt Wolf, Director of Strategic Sourcing and Licensing at Qualcomm,²¹⁸ sent an email to Ms. Hill and stated “as requested by Arm, [Qualcomm] has waited a while since our last discussions” [REDACTED] [REDACTED], and [REDACTED] [REDACTED] [REDACTED].²¹⁹ In the same email, Mr. Wolf also expressed [REDACTED] [REDACTED], which is also set to [REDACTED].²²⁰

89. On [REDACTED], Qualcomm communicated its [REDACTED] [REDACTED] at the following weekly meeting with Arm.²²¹ A week later, Qualcomm followed up for proposed meeting times, as Arm did not respond to the previous email.²²² Arm replied that it was “waiting on the internal approval to proceed with this meeting. As soon as [Arm has] approval, [Arm] will reach out with day/time options.”²²³ On [REDACTED], Qualcomm sent a third follow-up email for proposed meeting times with Arm.²²⁴ In its communications, Qualcomm requested a meeting with Will Abbey, Executive Vice President and Chief Commercial Officer at Arm,²²⁵ to discuss Qualcomm’s [REDACTED]

²¹⁶ QCVARM_0608131-138 at ‘131.

²¹⁷ QCVARM_0524007-011.

²¹⁸ <<https://www.linkedin.com/in/siliconip/>>.

²¹⁹ QCVARM_0616935.

²²⁰ QCVARM_0616935.

²²¹ QCVARM_0618338-340 at ‘339.

²²² QCVARM_0618338-340 at ‘339.

²²³ QCVARM_0618338-340 at ‘339.

²²⁴ QCVARM_0618338-340 at ‘338.

²²⁵ Deposition of Will Abbey, June 26, 2025, p. 8.

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[REDACTED].²²⁶ Qualcomm stated that Mr. Abbey should hear “why [Qualcomm] needs replies, consistent with [its] long-standing partnership, from Arm so [the parties] can continue to develop and deliver products to [Qualcomm] customers.”²²⁷

90. Qualcomm and Arm scheduled a meeting for [REDACTED], but postponed the meeting to the following week when Mr. Abbey would be able to provide a response on the

[REDACTED].²²⁸ Based on internal email correspondence between Qualcomm personnel, Mr. Wolf described Mr. Abbey’s response as including the [REDACTED]

[REDACTED]

[REDACTED]²²⁹

91. I understand from testimony of Qualcomm personnel that its products have relatively long development life cycles necessitating advance planning prior to tape out. Kurt Wolf, Director of Strategic Sourcing and Licensing at Qualcomm,²³⁰ testified that “it is typical to take at least three years from the beginning of a design to being able to ship silicon.”²³¹ Larissa Cochran, Senior Director of Contracts at Qualcomm,²³² also testified that Qualcomm’s “products have a relatively long life cycle,” that Qualcomm’s “products are on the roadmap about two to three years in advance,” and mentioned the “design, manufacturing, the verification time” that needs to occur before a product launches.²³³ Ms. Cochran further testified, as an example, that Qualcomm signed a license agreement for [REDACTED] 2019, “but [REDACTED] were not even commercially available until 2022[,] ... about a three-year timeframe.”²³⁴ Ziad

²²⁶ QCVARM_0618338-340 at ‘338.

²²⁷ QCVARM_0618338-340 at ‘338.

²²⁸ QCVARM_0523826-831 at ‘826-827.

²²⁹ QCVARM_0525344-353 at ‘350-‘351.

²³⁰ Deposition of Kurt Wolf, June 25, 2025, p. 16.

²³¹ Deposition of Kurt Wolf, June 25, 2025, p. 28.

²³² Deposition of Larissa Cochran, July 11, 2025, p. 11.

²³³ Deposition of Larissa Cochran, July 11, 2025, p. 113.

²³⁴ Deposition of Larissa Cochran, July 11, 2025, p. 114.

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Asghar, Senior Vice President and General Manager of XR & Spatial Computing at Qualcomm,²³⁵ similarly testified that “the product cycle in silicon is very long. So if it's [REDACTED] you're already planning for these parts in [2026].”²³⁶ Jeffrey Fonseca, Director of Sales at Arm,²³⁷ who is also the “partner manager for Qualcomm” at Arm, also testified that to his knowledge, Qualcomm planned its roadmaps “two years in advance.”²³⁸ Additionally, the “SoftBank Group Report 2025” included a “message from Arm CEO,” Mr. Haas, which stated that “it takes Arm’s customers time to develop the complex chips that contain Arm technology, with royalties typically materializing 2-3 years after licensing.”²³⁹

92. As noted above, on [REDACTED], Qualcomm provided Arm with written notice alleging Arm’s breach of the Qualcomm TLA, including in relation to [REDACTED]

[REDACTED] [REDACTED]
[REDACTED] Qualcomm stated in this letter that it had [REDACTED]
[REDACTED]
[REDACTED].”²⁴¹

iii. Arm’s [REDACTED]

93. As discussed above, on [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]

²³⁵ Exhibit 1 to Deposition of Ziad Asghar, July 7, 2025.

²³⁶ Deposition of Ziad Asghar, July 7, 2025, p. 99.

²³⁷ 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 11.

²³⁸ 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 88.

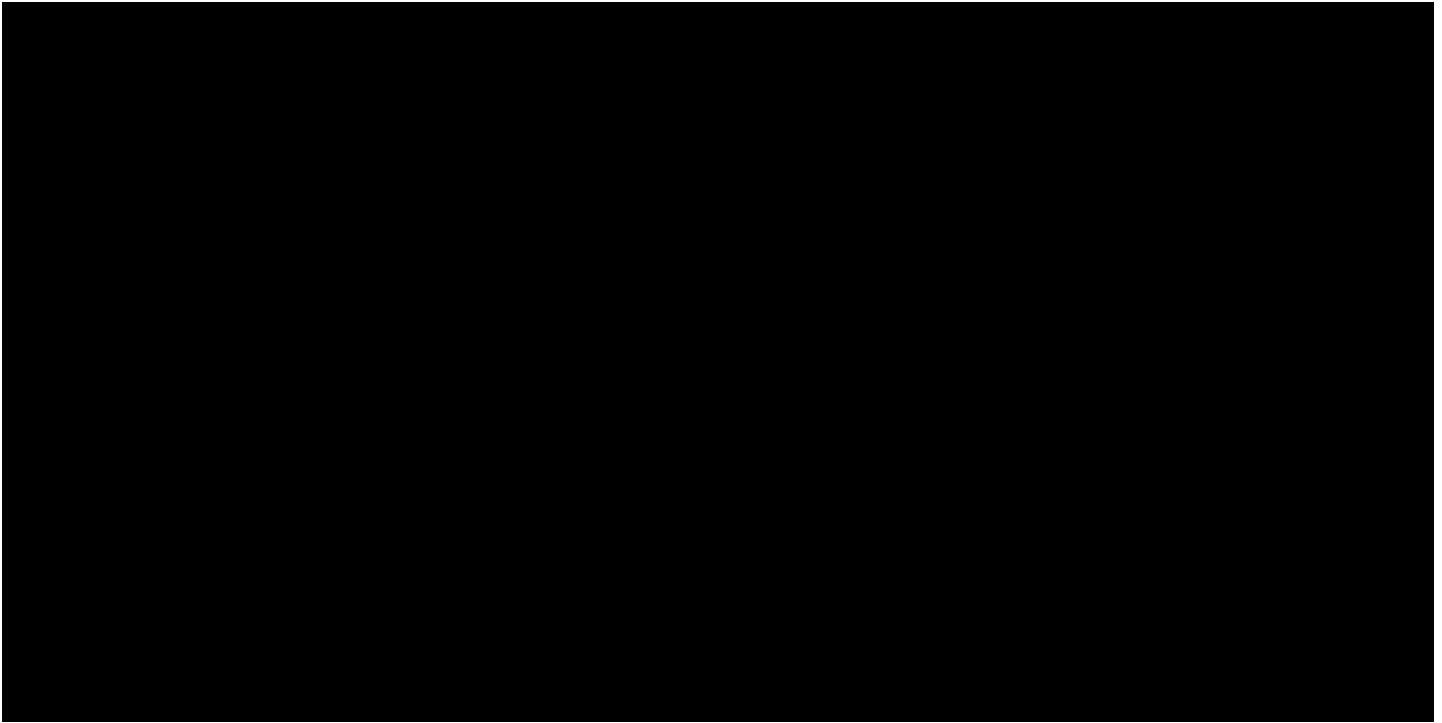
²³⁹ <https://group.softbank/en/ir/financials/annual_reports/2025/message/arm>.

²⁴⁰ QCVARM_0616952-954 at ‘953.

²⁴¹ QCVARM_0616952-954 at ‘953-‘954.

²⁴² QCVARM_0616967-969.

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94. On [REDACTED]

[REDACTED].²⁴⁷ In this letter, Qualcomm asked Arm to [REDACTED]

[REDACTED]

[REDACTED]²⁴⁸ According to testimony from Larissa Cochran, Senior Director of Contracts at Qualcomm,²⁴⁹ while Qualcomm “disagreed that the price should increase” for the Peripheral IP, Qualcomm felt it “could absorb” the additional cost associated with the [REDACTED] license for a [REDACTED] year term.²⁵⁰

²⁴³ QCVARM_0616967-969 at ‘968.

²⁴⁴ QCVARM_0616967-969 at ‘969.

²⁴⁵ QCVARM_0616967-969 at ‘968.

²⁴⁶ QCVARM_0616967-969 at ‘968.

²⁴⁷ QCVARM_0618354.

²⁴⁸ QCVARM_0618354.

²⁴⁹ Deposition of Larissa Cochran, July 11, 2025, p. 11.

²⁵⁰ Deposition of Larissa Cochran, July 11, 2025, p. 135.

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iv. Arm's 

95. On 



251 QCVARM_0527544-545 at '544.

252 QCVARM_0527544-545 at '544.

253 

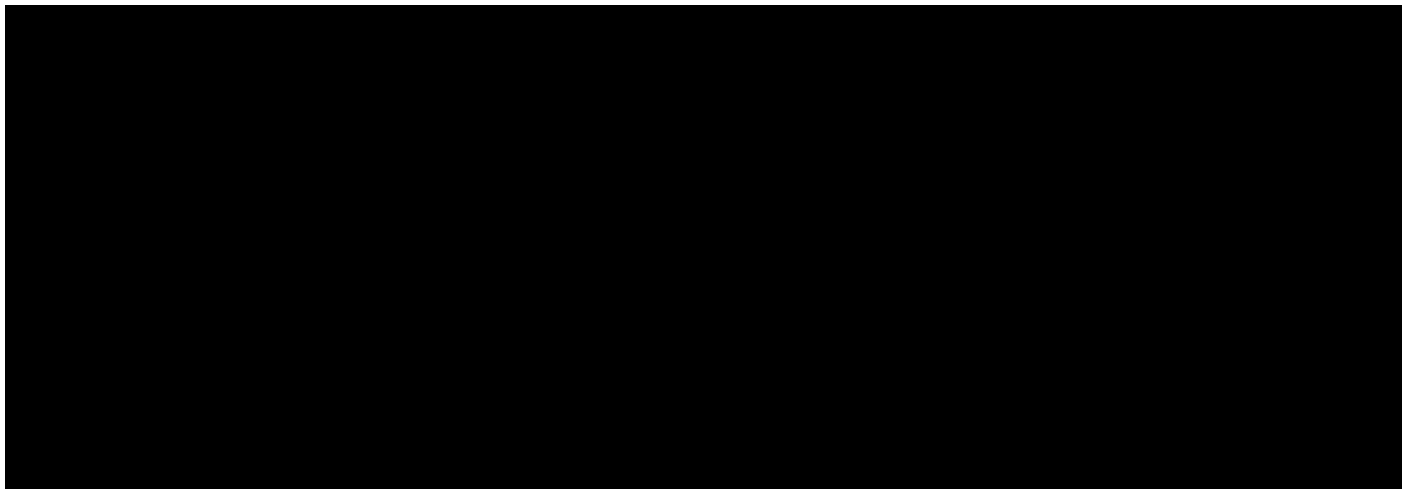
See Figure 15 and Figure 16.

254 QCVARM_0527546-548 at '547.

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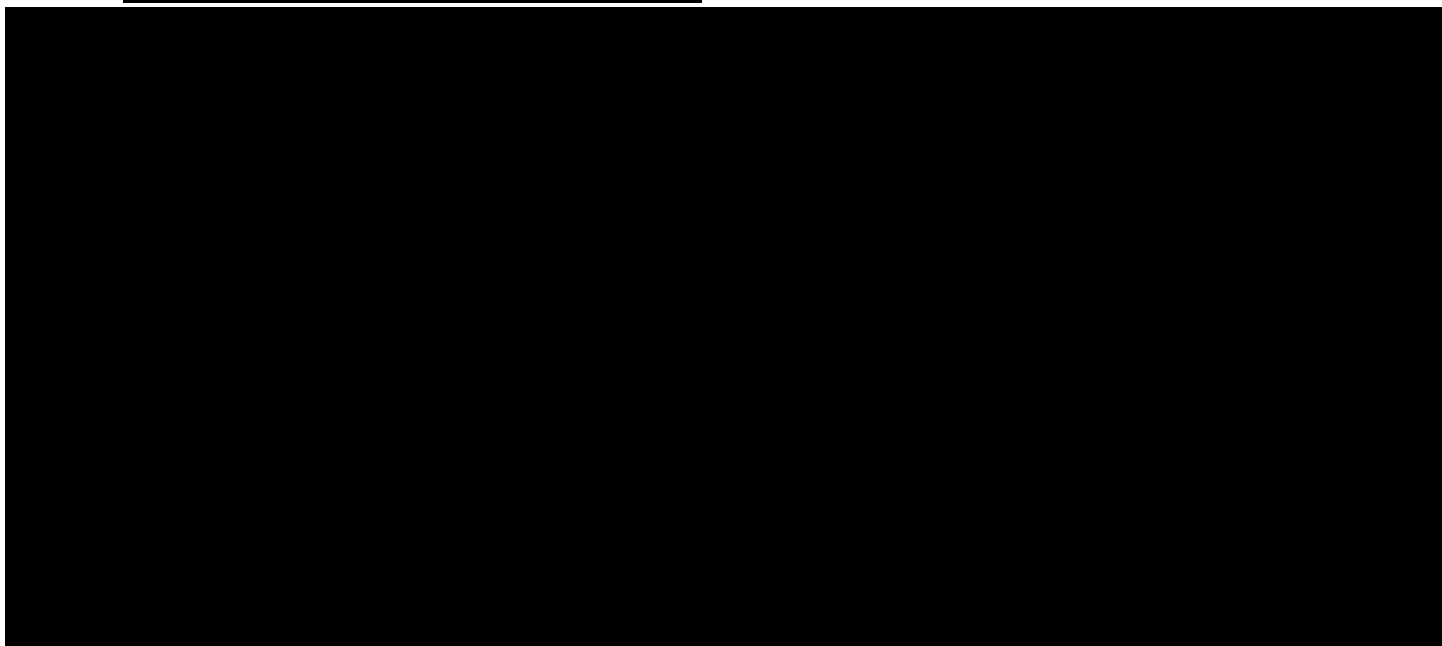
Figure 16: Arm's Proposed License Fees for the Peripheral IP per the [REDACTED]

[REDACTED]²⁵⁵



96. Based on the documents discussed below, I understand that Qualcomm accepted

Arm's [REDACTED].



²⁵⁵ QCVARM_0527546-548 at '547.

²⁵⁶ QCVARM_0573056-057 at '056.

²⁵⁷ QCVARM_0573056-057 at '056.

²⁵⁸ QCVARM_0573056-057 at '056-057.

²⁵⁹ QCVARM_0573056-057 at '056.

²⁶⁰ QCVARM_0573056-057 at '057.

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[REDACTED]

v. Comparison of License Fees for the Peripheral IP

98. As described below, [REDACTED]

[REDACTED]

a. License Fees Proposed vs. Qualcomm's Existing License Fee

[REDACTED]

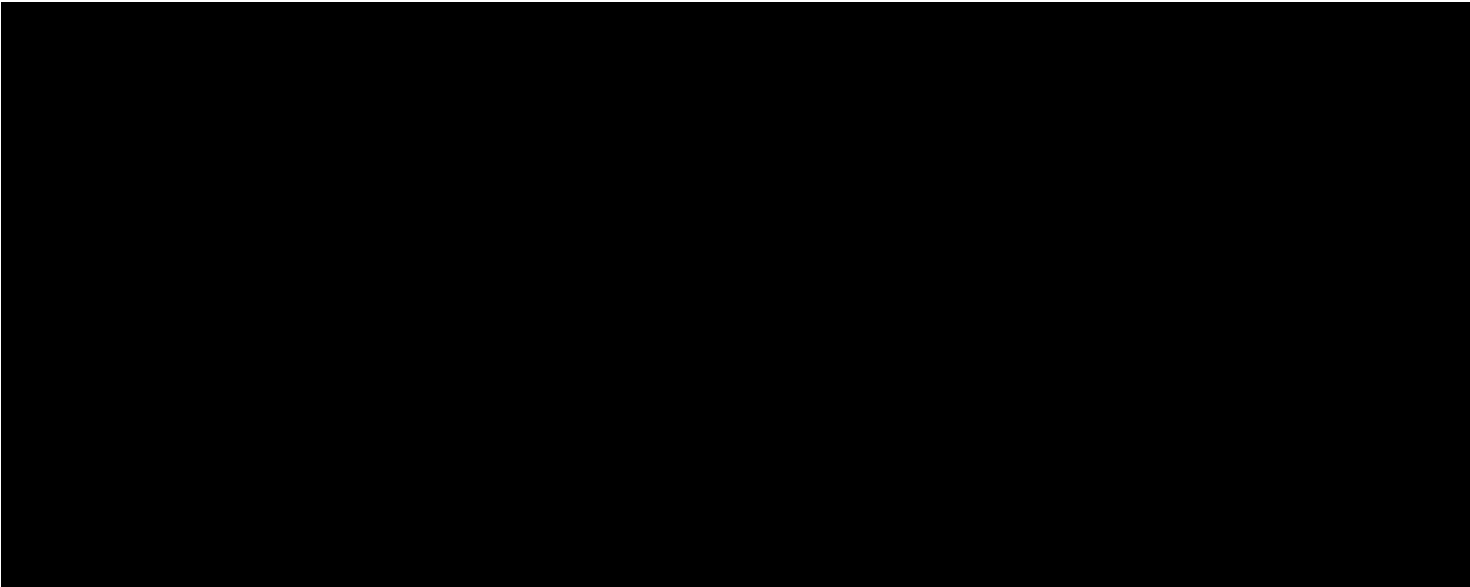
²⁶¹ QCVARM_1118081-084; QCVARM_1118085-088.

²⁶² QCVARM_1121930; QCVARM_1121931.

²⁶³

²⁶⁴ Schedule 5.

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110. As shown in the figure above, for each license option and for each Peripheral IP, Arm proposed significantly more than the [REDACTED]
[REDACTED]
[REDACTED]. This comparison suggests that the [REDACTED]-year term Peripheral IP license fees Arm [REDACTED]
[REDACTED]
[REDACTED].

vi. Qualcomm's Alleged Peripheral IP License Fee Overpayment

111. As discussed above, Qualcomm alleges that Arm's proposals for the Peripheral IP are commercially unreasonable and made in bad faith.²⁸³ I have been asked by Qualcomm's counsel to calculate the amount that Qualcomm overpaid for its [REDACTED]
[REDACTED].²⁸⁴ Qualcomm's alleged overpayment is based on a comparison of

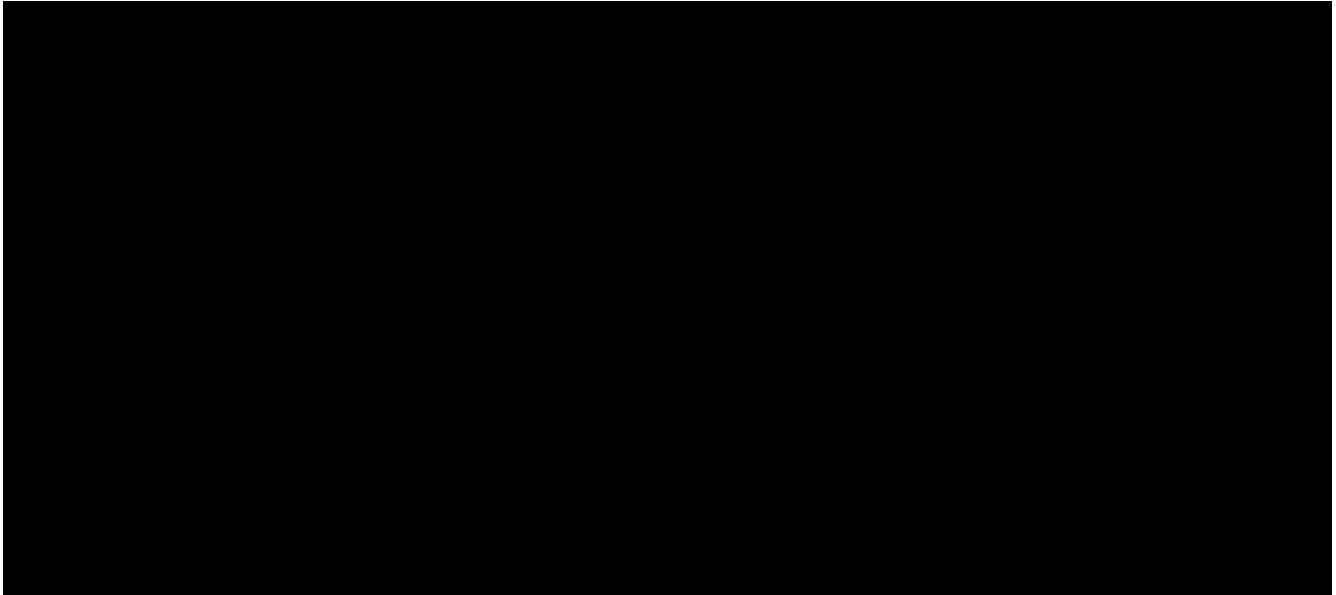
²⁸² Schedule 3.4.

²⁸³ Plaintiffs' Supplemental Responses and Objections to Defendant's First Set of Interrogatories (nos. 1-9), July 11, 2025, p. 13; Second Amended Complaint, p. 34.

²⁸⁴ QCVARM_0573056-057 at '056.

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what Qualcomm paid versus a but-for price reflecting commercially reasonable license fees. I



[REDACTED]. Further, I understand that Qualcomm remains one of Arm's "major" customers and accounted for approximately \$400 million of Arm's revenue in fiscal year 2025.²⁸⁵ Even with the reduced scope of licensing that Qualcomm asserts is at least in part due to Arm's alleged wrongful conduct, Qualcomm remains one of Arm's largest customers. [REDACTED]

[REDACTED]

[REDACTED]

112. Additionally, I understand that the Peripheral IP that Qualcomm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁸⁵ Arm states in its Form 20-F that Qualcomm "accounted for 10% of our total revenue for the fiscal year ended March 31, 2025," and Arm reported total revenue of approximately \$4 billion. $\$4,000,000,000 \times 10\% = \$400,000,000$. See Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, pp. 29, 72.

²⁸⁶ Conversation with Larissa Cochran.

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consistent list price for the [REDACTED]

[REDACTED]

[REDACTED]

113. Further, as described above, Arm has produced only a limited set of license agreements with incomplete information. Without additional information, I cannot fully assess whether there has been any change in Arm's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

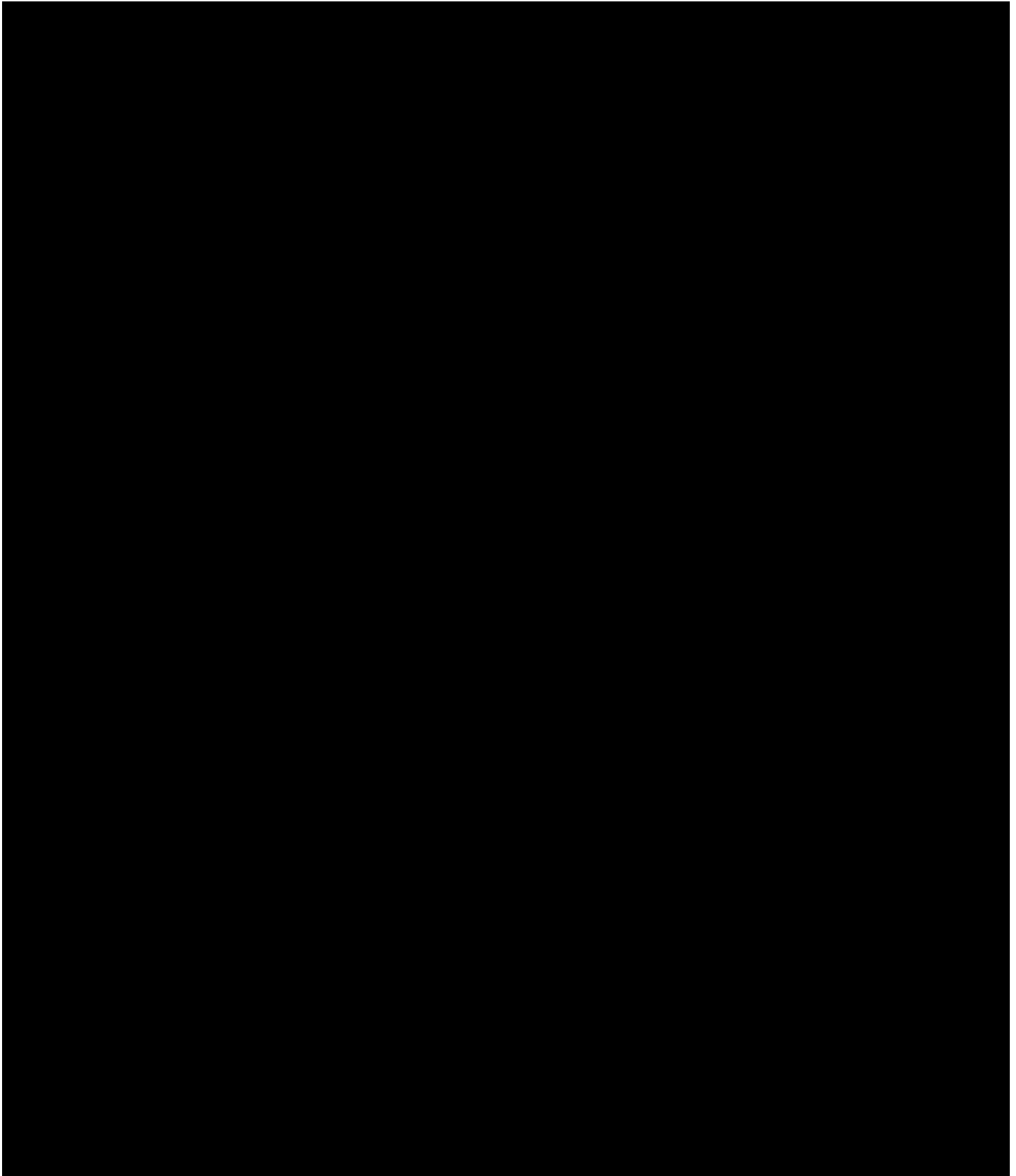
[REDACTED]

[REDACTED]

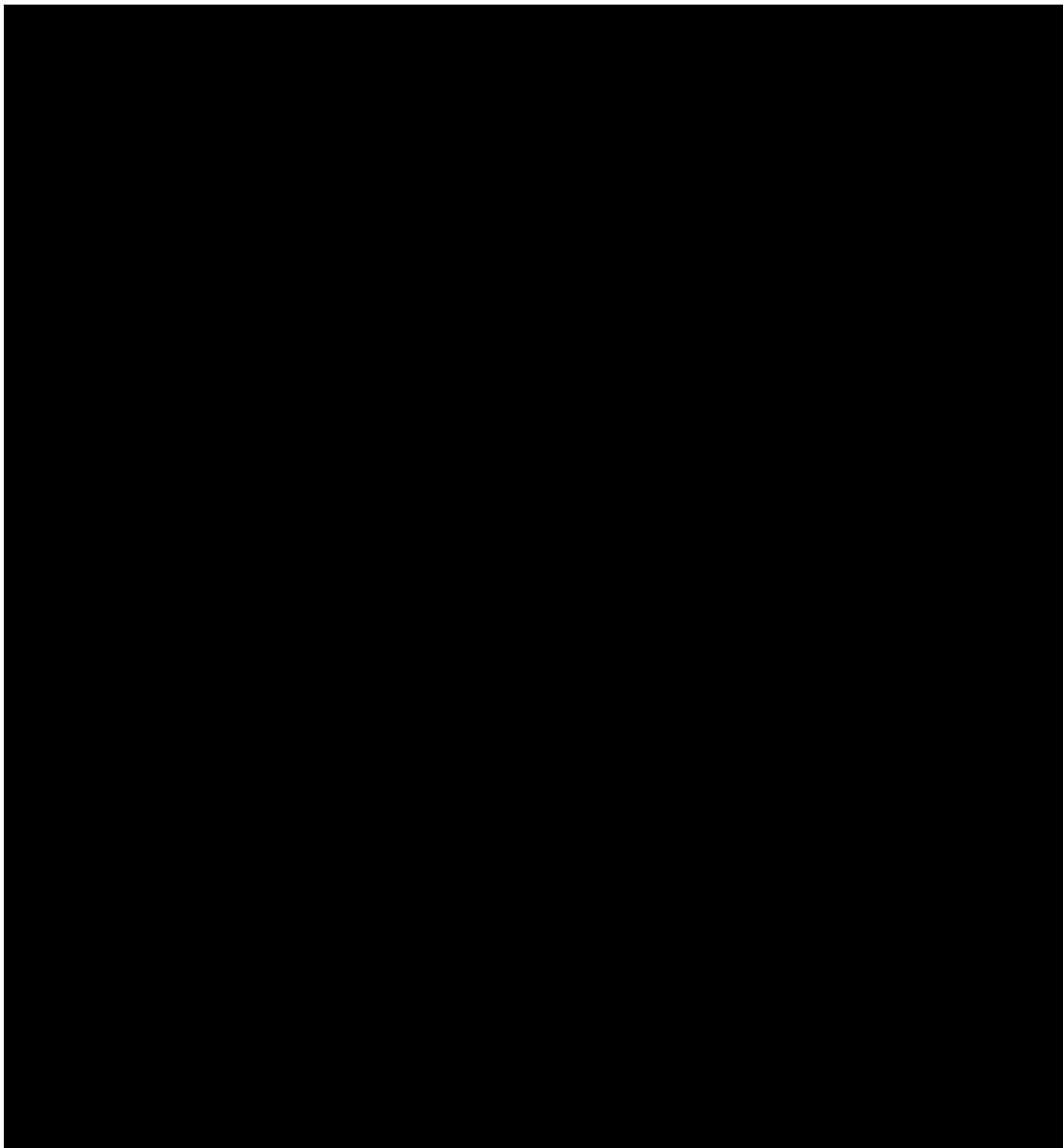
[REDACTED]

²⁸⁷ Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025, p. 29.
²⁸⁸ Schedule 5.

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²⁹¹ Schedule 3.2.

²⁹² [REDACTED]. See Schedule 3.1.

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F. Qualcomm's Damages Related to Arm's Alleged Intentional Interference and Negligent Interference with Prospective Economic Advantage²⁹³

118. I understand that Qualcomm claims intentional interference and negligent interference with prospective economic advantage against Arm as a result of a letter that Arm sent Qualcomm on October 22, 2024 (the "Notice Letter") and prior allegedly misleading communications by Arm to Qualcomm's customers.²⁹⁴ In the Notice Letter, Arm alleged that Qualcomm was in material breach of the Qualcomm ALA for the development and marketing of "unlicensed cores" and claimed that Arm would be entitled to [REDACTED] if Qualcomm did not meet Arm's demands for a "cure" to its alleged breach.²⁹⁵ Qualcomm alleges that the Notice Letter was leaked to the media by Arm as an attempt to interfere with Qualcomm's current and potential business relationships and incite uncertainty about Qualcomm's ability to deliver Arm-compatible products.²⁹⁶

119. In addition to the Notice Letter, I understand that Arm had previous communications with Qualcomm's customers, including via letters sent to over [REDACTED] Qualcomm customers in August 2022 and early September 2022 and to [REDACTED] customers in May 2023, as well as via meetings with executives of Samsung, Qualcomm's largest customer in its mobile segment.²⁹⁷ In an October 4, 2022 meeting with Samsung executives, I understand that the

[REDACTED]

Second Amended Complaint, pp. 11-14, 42-43, 47-50, 56-59; Plaintiffs' Supplemental Responses and Objections to Defendant's First Set of Interrogatories (nos. 1-9), July 11, 2025, pp. 22-24, 30-31, 40.

²⁹⁵ Second Amended Complaint, pp. 11, 45-46.

²⁹⁶ Second Amended Complaint, pp. 47-48.

²⁹⁷ See, e.g., ARM_00110507; ARM_01215885; ARM_01231025; ARM_01215878; Deposition of Ziad Asghar, July 7, 2025, p. 118; Deposition of Rene Haas, July 7, 2025, pp. 22-25; Second Amended Complaint, pp. 42-43.

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chairman of the Board of Arm indicated that Qualcomm's ALA with Arm would expire in 2025, even though I understand that the parties agree that the ALA does not expire in 2025.²⁹⁸

120. The letters that Arm sent in 2022 and 2023 to Qualcomm's customers alleged that Qualcomm breached the terms of its agreement with Arm, that certain unspecified Qualcomm products would not be covered under "[REDACTED]," and that [REDACTED]

[REDACTED] ."²⁹⁹

[REDACTED]

[REDACTED]

[REDACTED]

121. James Jeon, Vice President of Global Commercial Operations at Qualcomm,³⁰¹ testified that Qualcomm's immediate response team ("IRT") developed an approved statement to be sent to Qualcomm's customers in response to the Notice Letter.³⁰² In its statement, Qualcomm claimed that Arm's Notice Letter was "designed to strongarm a longtime partner" and "interfere with [Qualcomm's] performance-leading CPUs."³⁰³ Qualcomm further stated that Arm's Notice Letter "appear[ed] to be an attempt to disrupt the legal process, and its claim for termination is completely baseless."³⁰⁴

122. Mr. Jeon testified that certain customers made follow-up inquiries regarding the Notice Letter.³⁰⁵ Specifically, Mr. Jeon stated that some customers replied that "they understand the situation, they get [Qualcomm's] message, and then they don't follow up. But some of the

²⁹⁸ Trial Proceedings, *Arm v. Qualcomm*, C.A. No. 22-1146 (MN), Volume 2, December 16, 2024, pp. 145, 346.

²⁹⁹ See, e.g., ARM_00110511; ARM_01215886.

³⁰⁰ Deposition of Jonathan Weiser, July 11, 2025, pp. 45-49.

³⁰¹ Deposition of James Jeon, July 11, 2025, p. 23.

³⁰² Deposition of James Jeon, July 11, 2025, pp. 24-25.

³⁰³ See, e.g., QCVARM_1121337.

³⁰⁴ See, e.g., QCVARM_1121337.

³⁰⁵ Deposition of James Jeon, July 11, 2025, e.g., pp. 22, 45-46.

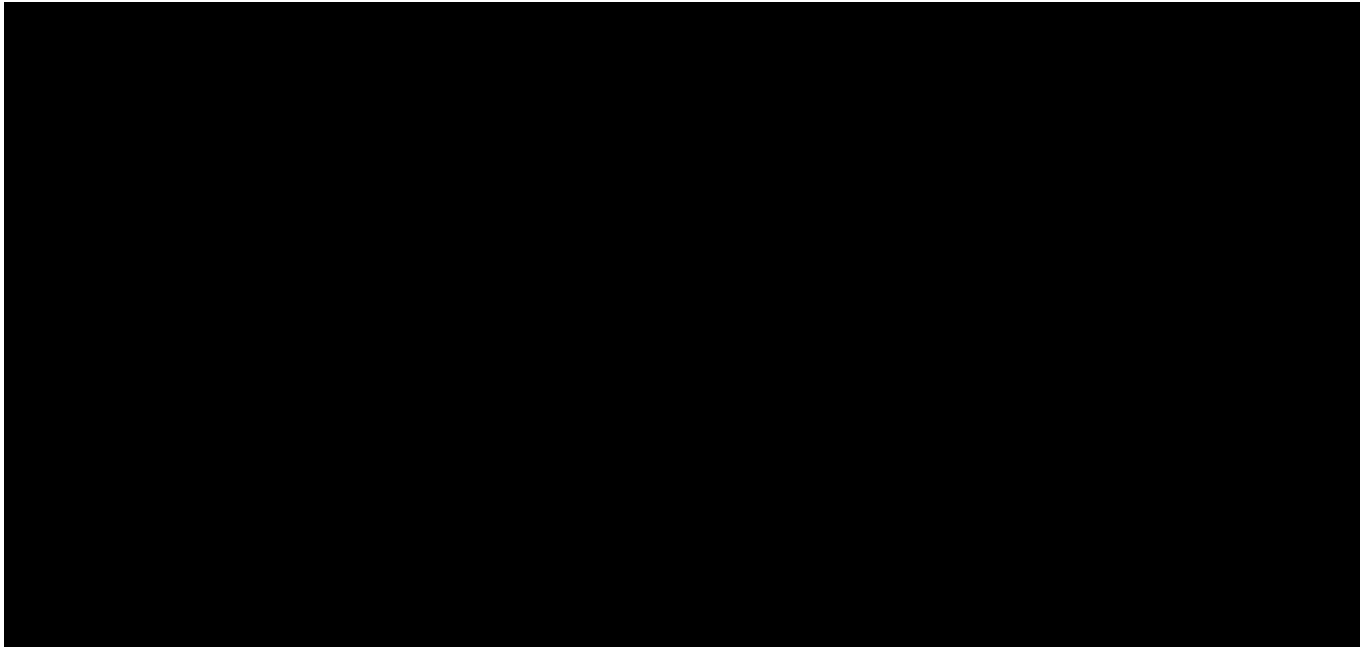
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G. Conclusion

141. Based on the analyses described above, I calculate the [REDACTED]

[REDACTED]
[REDACTED] In addition, should the trier of fact determine that Arm's alleged wrongful conduct caused Qualcomm to overpay for [REDACTED], I quantify the amount of such overpayment. Finally, I calculate Qualcomm's loss associated with the [REDACTED], should the trier of fact determine that the change in terms was caused by Arm's alleged wrongful conduct. The figure below summarized the above-described calculations.

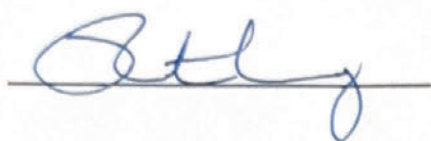
Figure 27: Summary of Qualcomm's Damages³⁶²



³⁶² Schedule 1.

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
v. ARM HOLDINGS PLC

I declare under penalty of perjury that the foregoing is true and correct.



Patrick F. Kennedy, Ph.D.

Managing Director

Stout Risius Ross, LLC

8/8/2025

Executed on

EXHIBIT A



Patrick F. Kennedy, PhD

Managing Director

Patrick F. Kennedy is a Managing Director at Stout based in San Diego, CA. Dr. Kennedy provides analysis, consultation, and expert opinions in business and dispute contexts. In his more than 20 years of experience, Dr. Kennedy has testified as an expert in Federal Court, the U.S. Court of Claims, Bankruptcy Court, State Court, and in private arbitrations throughout the country.

Dr. Kennedy has analyzed economic loss and damages in matters with causes of action including, but not limited to, patent, copyright, trademark and trade secret misappropriation, false advertising, breach of contract, product liability, fraud, professional malpractice, negligence, trespass, construction defect, antitrust and unfair competition, insurance bad faith, employment disputes and loss of earnings.

Dr. Kennedy has experience in a wide range of industries involving diverse technology.

PROFESSIONAL EXPERIENCE

2023 to present	Stout	Managing Director
2011 to 2023	Torrey Partners	Managing Director
2006 to 2011	LECG	Managing Director (2008)
1996 to 2006	Mack | Barclay, Inc.	Shareholder (1998)
1995 to 1996	International Securities Group, Inc.	Director of Economic Research
1992 to 1995	Board of the Governors of the Federal Reserve System, Washington, D.C.	Economist

EDUCATION

Doctorate in Economics, Stanford University, 1992

Awarded Stanford University Fellowship, Bradley Foundation Dissertation Fellowship, and Outstanding Teaching Award

Bachelor of Arts in Economics, University of California, San Diego, 1986

Muir College Valedictorian, Summa Cum Laude and Phi Beta Kappa. Awarded UC Regents Scholarship and the Seymour E. Harris Economics Award

LICENSES AND PROFESSIONAL MEMBERSHIPS

Registered Securities Representative and Registered Principal
(NASD Series 7, 24 and 63 – inactive)

American Economic Association

National Association for Business Economics

National Association for Forensic Economics

Licensing Executive Society

BOARD MEMBERSHIPS

Torrey Pines Bank, Board of Directors

University of California San Diego, Economic Leadership Board Member

AWARDS AND PUBLICATIONS

IAM Patent 1000

SELECTED CASE AND INDUSTRY EXPERIENCE

INTELLECTUAL PROPERTY

- Patent infringement claims including cellular handset technologies, various integrated circuits, medical devices, action cameras, digital image sensors and processing, network and device security, software, social media, unmanned aerial vehicles, advertising, LED backlighting, vehicle equipment and testing, electronic lottery systems, antibacterial products, DNA-based diagnostic testing, radio frequency identification systems, apparel and other products
- Trade secret misappropriation claims including medical devices, responsive website design, drug development, network security, systems integration, merchant services, financial services, fiber-reinforced polymer systems, manufacturing, cellular handsets, Bluetooth devices and other products
- Trademark and copyright infringement claims including cloud storage, luxury watches, musical composition, a nationally branded convention, wireless headsets, food products, fashion accessories, field marketing organizations, ceiling fans, jewelry, toys, apparel, retail and other products

OTHER MATTERS

- Breach of contract, intentional interference with prospective economic advantage, professional malpractice, insurance bad faith and other claims in industries including, but not limited to, oil wells and extraction, pharmaceutical clinical trials, reference microorganisms and cell lines, aircraft rescue and firefighting vehicles, wineries, gaming and casinos, satellite television, water purification filters, defense contracting, aerospace, aircraft charter, medical services, government contracts, veterans counseling services, advertising, national franchises, printing, paper and plastics, multilevel marketing, agriculture, footwear, financial services, insurance brokerage and real estate development
- Qui Tam cases involving overbilling by major systems integrators, faulty illuminating flares used in military aviation, improper testing of semiconductors used in military applications, and faulty design of a spacecraft intended to return solar wind samples to earth
- Foodborne illness and product recall
- Natural disaster business losses, including the Northern and Southern California wildfires
- Eminent domain matters involving real estate development and construction aggregates
- Valuing liabilities associated with future product liability claims for an automobile manufacturer in bankruptcy court
- Valuing technology related to motor vehicle engine diagnostics, drone anti-collision sensor technology and other products and services
- Multidistrict product liability litigation including pharmaceutical products and asbestos
- Consumer and business class actions related to solar panels, a natural gas facility blowout, automotive products, assisted living facilities, mobile home park relocation and cellular services
- Antitrust damages in convention services, telecommunications, and aircraft
- Personal loss including aviation, maritime and under the Vaccine Injury Compensation Program

EXHIBIT B

Patrick F. Kennedy, Ph.D.
Deposition and Trial Testimony

Date	Case Name	Venue	Testimony
08/06/25	Contour IP Holdings v. GoPro	CA Northern - Federal Court	Deposition
07/08/25	Carmack v. American Boat Works, Inc. and American Marine Corporation	HI Federal Court	Deposition
06/18/25	Chester v. The Belt Railway Company of Chicago	IL Federal Court	Deposition
06/06/25	Ikhana Group LLC v. Viking Air Limited	Arbitration	Trial
05/15/25	Quiroz v. Caltrans	Tulare Superior Court	Trial
04/08/25	Quiroz v. Caltrans	Tulare Superior Court	Deposition
04/03/25	Valeo Schalter und Sensoren GmbH v. Nvidia Corporation	CA Northern - Federal Court	Deposition
04/01/25	Blink Health Group, LLC v. Susan Lang	American Arbitration Association	Deposition
03/17/25	Baker v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
12/17/24	Jubilant Draximage, Inc. v. Jubilant Radiopharmacies	CA Central - Federal Court	Deposition
12/13/24	Nasdaq, Inc. v. Miami International Holdings, Inc.	New Jersey - Federal Court	Deposition
12/03/24	Planner 5D v. Meta Platforms, Inc.	CA Northern - Federal Court	Deposition
11/12/24	Amyndas Pharmaceuticals, LLC v. Alexion Pharmaceuticals, Inc.	MA Federal Court	Deposition
11/06/24	Scientific Applications & Research Associates (SARA), Inc. v. Zipline International, Inc.	CA Northern - Federal Court	Deposition
10/25/24	Gardner Denver, Inc. v. Accurate Air Engineering, Inc.	CA Central - Federal Court	Deposition
10/04/24	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Deposition
10/03/24	Smartsky Networks, LLC v. GOGO Business Aviation, LLC	Delaware - Federal Court	Deposition
09/30/24	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Trial
07/26/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Arbitration
07/19/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Arbitration
07/08/24	ARM Ltd v. Qualcomm, Inc.	Delaware - Federal Court	Deposition
06/25/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Deposition
06/18/24	Risk v. United Airlines, Inc.	Los Angeles Superior Court	Deposition
04/17/24	Heredia, et al. v. Sunrise Senior Living, LLC	CA Central - Federal Court	Declaration
04/16/24	Pliner v. Central Iowa Health System, et al.	IA Federal Court	Deposition
04/12/24	Rex Computing, Inc. v. Cerebras Systems, Inc.	Delaware - Federal Court	Deposition
04/10/24	Saint Paul Commodities, Inc. v. Oleo-X LLC	NY American Arbitration Association	Arbitration
04/05/24	NantWorks, LLC v. Bank of America Corporation	CA Central - Federal Court	Deposition
03/01/24	Palm Beach Tan, Inc. v. Sunless, Inc.	OH Northern - Federal Court	Deposition
02/16/24	Cocke v. United States of America, et al.	GA Southern - Federal Court	Deposition
01/19/24	Saint Paul Commodities, Inc. v. Oleo-X LLC	NY American Arbitration Association	Deposition
12/14/23	Davis v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
11/15/23	Eilan v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
10/19/23	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Declaration
10/16/23	Jones v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
09/12/23	Pacific Steel Group v. Commerical Metals Company, et al.	CA Northern - Federal Court	Deposition
09/07/23	Bryan v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
09/05/23	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Deposition
08/31/23	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Deposition
08/22/23	Avila v. Joe Avis Farms	San Joaquin Superior Court	Trial
06/26/23	Bright v. Brookdale Senior Living Inc.; and Gunza v. Brookdale Senior Living Inc.	TN Middle - Federal Court	Deposition
06/01/23	Bright v. Brookdale Senior Living Inc.; and Gunza v. Brookdale Senior Living Inc.	TN Middle - Federal Court	Declaration
05/17/23	MicroVenton, Inc. v. Balt USA, Inc.	CA Central - Federal Court	Deposition
04/26/23	Taction Technology, Inc. v. Apple Inc.	CA Southern - Federal Court	Deposition
04/21/23	Philips North America LLC, et al. v. TEC Holdings, Inc.	NC Western - Federal Court	Trial
04/14/23	Philips North America LLC, et al. v. TEC Holdings, Inc.	NC Western - Federal Court	Trial
04/13/23	PennyMac Loan Services, LLC v. Black Knight Servicing Technologies, LLC	American Arbitration Association	Arbitration
03/09/23	Raymond James Financial, Inc, et al. v. Deutsche Bank AG, et al.	FINRA Dispute Resolution	Arbitration
03/02/23	Wisk Aero LLC v. Archer Aviation, Inc.	CA Northern - Federal Court	Deposition
02/22/23	Raymond James Financial, Inc, et al. v. Deutsche Bank AG, et al.	FINRA Dispute Resolution	Deposition
02/14/23	Crysel v. American Equity	Orange County Superior Court	Trial
01/19/23	DexCom, Inc. v. Abbott Diabetes Care, Inc.	Delaware - Federal Court	Deposition
12/29/22	Crysel v. American Equity	Orange County Superior Court	Deposition
12/27/22	PennyMac Loan Services, LLC v. Black Knight Servicing Technologies, LLC	American Arbitration Association	Deposition
10/19/22	Avila v. Joe Avis Farms	San Joaquin Superior Court	Deposition
09/22/22	Alcon Vision, LLC v. Lens.com, Inc.	NY Eastern - Federal Court	Deposition
08/17/22	Vitalyte Sports Nutrition, Inc. v. Revitalyte, LLC	TX Western - Federal Court	Deposition
08/11/22	Sunstone Information Defense, Inc. v. International Business Machines Corporation	TX Western - Federal Court	Trial
08/04/22	Rodriguez, et al. v. Sea Breeze Jet Ski, LLC	CA Northern - Federal Court	Deposition
07/28/22	Kurin, Inc. v. Magnolia Medical Technologies, Inc.	Delaware - Federal Court	Trial
05/18/22	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Declaration
05/11/22	CRF Frozen Foods v. Pictsweet, et al.	TN Middle - Federal Court	Deposition
05/04/22	Ayers v. The Penta Building Group	Riverside Cty Superior Court	Trial
03/25/22	The Waffle v. Tucker Investments	Los Angeles Superior Court	Trial

Patrick F. Kennedy, Ph.D.
Deposition and Trial Testimony

Date	Case Name	Venue	Testimony
02/17/22	Sunstone Information Defense, Inc. v. International Business Machines Corporation	TX Western - Federal Court	Deposition
01/27/22	Chan v. Kimball, Tirey & St. John	San Diego Superior Court	Deposition
01/17/22	MedImpact Healthcare Systems, Inc. v. IQVIA, Inc.	CA Southern - Federal Court	Deposition
01/14/22	Nelson v. United States of America, et al.	OR - Federal Court	Trial
01/05/22	DeLeon-Piedra v. Ocean Angel V	CA Northern - Federal Court	Deposition
12/14/21	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Deposition
12/01/21	Contour IP Holdings v. GoPro	CA Northern - Federal Court	Deposition
11/18/21	Bellin Memorial Hospital v. Kinsey & Kinsey, Inc.	WI Federal Court	Trial
11/15/21	The Waffle v. Tucker Investments	Los Angeles Superior Court	Deposition
10/21/21	7510 Hazard, LLC v. Connecticut General Life Insurance Company	San Diego Superior Court	Deposition
10/18/21	Philips North America LLC, et al. v. Dorow	NC Federal Court	Deposition
10/18/21	Philips North America LLC, et al. v. Zimmerman, et al.	NC Federal Court	Deposition
10/12/21	MicroVention, Inc. v. Balt USA, Inc.	CA Central - Federal Court	Deposition
10/08/21	In re: PFA Insurance Marketing	CA Northern - Federal Court	Declaration
09/28/21	Cuker v. Pillsbury	CA Southern - Federal Court	Deposition
09/23/21	LISCR, LLC v. Legality Holdings, S.A.	VA Eastern - Federal Court	Deposition
09/17/21	TRC Operating Company, Inc. v. Chevron U.S.A., Inc.	Kern Cty Superior Court	Trial
09/08/21	Philips North America LLC, et al. v. TEC Holdings, Inc.	GA Northern - Federal Court	Deposition
09/02/21	7510 Hazard, LLC v. Connecticut General Life Insurance Company	San Diego Superior Court	Deposition
08/26/21	TRC Operating Company, Inc. v. Chevron U.S.A., Inc.	Kern Cty Superior Court	Trial
08/18/21	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Declaration
08/06/21	Kiva Health Brands, LLC v. Kiva Brands, Inc. et al.	CA Northern - Federal Court	Deposition

EXHIBIT C

**Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
Documents Considered List**

Exhibit C

Date	Description
Legal	
08/31/22	Complaint, Arm Ltd. v. Qualcomm Inc., Qualcomm Technologies, Inc. and Nuvia, Inc., Civil Action No. 1:22-cv-01146-MN
09/30/22	Defendants' Answer and Defenses to Plaintiff's Complaint and Jury Demand and Defendants' Counterclaim
10/26/22	Defendants' Answer and Defenses to Plaintiff's Complaint and Jury Demand and Defendants' Amended Counterclaim
04/18/24	Complaint, Qualcomm Incorporated, Qualcomm Technologies, Inc., v. Arm Holdings Plc., Civil Action No. 24-490-MN
12/16/24	First Amended Complaint and Exhibits
12/16/24	Trial Proceedings, Arm v. Qualcomm, C.A. No. 22-1146 (MN), Volume 2
01/21/25	Qualcomm's First Set of Requests for Production (Nos. 1–52)
02/07/25	Plaintiffs' Disclosures To Arm Holdings PLC. Pursuant to Delaware Default Standard Paragraph 3
02/07/25	Defendant Arm Holdings Plc.'s Initial Disclosures Pursuant to Paragraph 3 of the Default Standard for Discovery
02/07/25	Defendant Arm Holdings Plc.'s Rule 26(a)(1) Initial Disclosures
02/07/25	Plaintiffs' Initial Disclosures Pursuant To Rule 26(a)(1) of the Federal Rules of Civil Procedure
02/07/25	Arm Holdings Plc's First Set of Requests for Production to Plaintiffs Qualcomm Inc. and Qualcomm Technologies, Inc. (Nos. 1–58)
02/07/25	Arm Holdings Plc's First Set of Interrogatories to Plaintiffs Qualcomm Inc. and Qualcomm Technologies, Inc. (Nos. 1–9)
02/20/25	Arm Ltd.'s Objections and Responses to Qualcomm's First Set of Requests for Production (Nos. 1–52)
02/21/25	Qualcomm's Second Set of Requests for Production (Nos. 53–120)
02/21/25	Qualcomm's First Set of Interrogatories To Arm (Nos. 1–3)
03/10/25	Plaintiffs' Responses and Objections to Defendant's First Set of Requests for Production (Nos. 1–58)
03/10/25	Plaintiffs' Responses and Objections to Defendant's First Set of Interrogatories (Nos. 1–9)
03/14/25	Arm Holdings Plc's Second Set of Requests for Production to Plaintiffs Qualcomm Inc. and Qualcomm Technologies, Inc. (Nos. 59–122)
03/24/25	Arm Holdings Plc's Objections and Responses to Qualcomm's Second Set of Requests for Production (Nos. 53–120)
03/24/25	Arm Holdings Plc's Objections and Responses to Qualcomm's First Set of Interrogatories (Nos. 1–3)
03/27/25	Plaintiffs' Motion for Leave To Amend the Complaint
04/02/25	Qualcomm's Third Set of Requests for Production (Nos. 121–156)
04/04/25	Defendant Arm Holdings Plc.'s Rule 26(a)(1) First Supplemental Initial Disclosures
04/10/25	Qualcomm's Amended Interrogatory No. 3 To Arm
04/14/25	Plaintiffs' Responses and Objections to Defendant's Second Set of Requests for Production (Nos. 59–122)
04/16/25	Qualcomm's Fourth Set of Requests for Production (Nos. 157–168)
05/01/25	Plaintiffs' Responses and Objections to Defendant's Third Set of Requests for Production (Nos. 123–173)
05/09/25	Qualcomm's Fifth Set of Requests for Production (Nos. 169–186)
05/09/25	Plaintiffs' Responses and Objections to Defendant's Second Set of Interrogatories (Nos. 10–13)
05/12/25	Arm Holdings Plc's Objections and Responses to Qualcomm's Amended Interrogatory No. 3
05/14/25	Qualcomm's Second Set of Interrogatories To Arm (Nos. 4–11)
05/16/25	Arm Holdings Plc's Objections and Responses to Qualcomm's Fourth Set of Requests for Production (Nos. 157–168)
05/22/25	Qualcomm's Sixth Set of Requests for Production (Nos. 187–191)
06/03/25	Second Amended Complaint and Exhibits
06/09/25	Qualcomm's Seventh Set of Requests for Production (Nos. 192–195)
06/09/25	Arm Holdings Plc's Objections and Responses to Qualcomm's Fifth Set of Requests for Production (Nos. 169–186)
06/09/25	Qualcomm's Third Set of Interrogatories To Arm (No. 12)
06/11/25	Arm's Fifth Set of Requests for Production to Qualcomm (Nos. 228–287)
06/11/25	Arm's Third Set of Interrogatories to Qualcomm (Nos. 14–23)
06/11/25	Arm's First Set of Requests for Admission to Qualcomm (Nos. 1–30)
06/11/25	Plaintiffs' First Requests for Admissions to Defendant (Nos. 1–28)
06/12/25	Arm's Rule 26(a)(1) Second Supplemental Initial Disclosures
06/13/25	Plaintiffs' Supplemental Disclosures To Arm Holdings PLC. Pursuant to Delaware Default Standard Paragraph 3
06/13/25	Plaintiffs' Supplemental Initial Disclosures Pursuant To Rule 26(a)(1) of the Federal Rules of Civil Procedure
06/16/25	Arm's Rule 26(a)(1) Third Supplemental Initial Disclosures
06/16/25	Arm's Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4–11)
06/17/25	Arm Ltd.'s First Supplemental Objections and Responses to Qualcomm's First Set of Requests for Production (Nos. 1–52)
06/17/25	Arm Ltd.'s First Supplemental Objections and Responses to Qualcomm's Second Set of Requests for Production (Nos. 53–120)
06/17/25	Arm Holdings Plc's First Supplemental Objections and Responses to Qualcomm's Third Set of Requests for Production (Nos. 121–156)
06/18/25	Arm's First Supplemental Response to Qualcomm's Amended Interrogatory No. 3
06/24/25	Arm Holdings Plc's Objections and Responses to Qualcomm's Sixth Set of Requests for Production (Nos. 187–191)
06/25/25	Plaintiffs' First Supplemental Responses and Objections to Defendant's First Set of Interrogatories (Nos. 1–4, 7, and 9)
07/09/25	Arm Holdings Plc's Objections and Responses to Qualcomm's Seventh Set of Requests for Production (Nos. 192–195)
07/09/25	Plaintiffs' Responses and Objections to Defendant's Fourth Set of Requests for Production (Nos. 174–227)
07/09/25	Arm's Objections and Responses to Qualcomm's Third Set of Interrogatories (No. 12)
07/11/25	Plaintiffs' Responses and Objections to Defendant's Fifth Set of Requests for Production (Nos. 228–287)
07/11/25	Arm's First Supplemental Response to Qualcomm's Amended Interrogatory No. 3
07/11/25	Arm's First Supplemental Response to Qualcomm's Third Set of Interrogatories (No. 12)
07/11/25	Arm's First Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4–11)
07/11/25	Arm Holdings Plc's First Supplemental Objections and Responses to Qualcomm's First Set of Interrogatories (Nos. 1–3)
07/11/25	Plaintiffs' Responses and Objections to Defendant's Third Set of Interrogatories (Nos. 14–24)
07/11/25	Plaintiffs' Supplemental Responses and Objections to Defendant's Second Set of Interrogatories (Nos. 10–13)
07/11/25	Plaintiffs' Supplemental Responses and Objections to Defendant's First Set of Interrogatories (Nos. 1–9)
08/01/25	Plaintiffs' Motion for Leave to Amend the Complaint to Name Arm Holdings Plc. And Arm Ltd. as Individual Defendants

**Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
Documents Considered List**

Exhibit C

Date	Description
Depositions	
06/17/25	Deposition of Sudeep Holla and Exhibits
06/17/25	Deposition of Phil Hughes and Exhibits
06/18/25	Deposition of Karl Whealton and Exhibits
06/20/25	30(b)(6) Deposition of Karthik Shivashankar and Exhibits
06/20/25	Deposition of Martin Weidmann and Exhibits
06/24/25	Deposition of Manju Varma and Exhibits
06/25/25	Deposition of Kurt Wolf and Exhibits
06/25/25	Deposition of Gerard Williams and Exhibits
06/26/25	Deposition of Will Abbey and Exhibits
06/26/25	Deposition of Ehab Youssef and Exhibits
06/27/25	Deposition of Richard Meacham and Exhibits
06/27/25	Deposition of Mark Dragicevich and Exhibits
06/27/25	Deposition of Michael Williams and Exhibits
06/30/25	Deposition of Spencer Collins and Exhibits
07/01/25	Deposition of Andrew Howard and Exhibits
07/01/25	Deposition of Jean-Francois Vidon and Exhibits
07/01/25	30(b)(6) Deposition of Pavankumar Mulabagal and Exhibits
07/02/25	Deposition of Richard Grisenthwaite and Exhibits
07/02/25	Deposition of Paul Williamson and Exhibits
07/02/25	Deposition of Christopher Patrick and Exhibits
07/03/25	30(b)(6) Deposition of Cristiano Amon and Exhibits
07/03/25	Deposition of Jeffrey Golden and Exhibits
07/03/25	Deposition of Lynn Couillard and Exhibits
07/04/25	Deposition of Kenneth Siegel and Exhibits
07/04/25	Deposition of Peter Greenhalgh and Exhibits
07/07/25	Deposition of Aparajita Bhattacharya and Exhibits
07/07/25	Deposition of Rene Haas and Exhibits
07/07/25	Deposition of Ziad Asghar and Exhibits
07/08/25	Deposition of Laura Sand and Exhibits
07/08/25	Deposition of John Horley and Exhibits
07/09/25	Deposition of Jignesh Trivedi and Exhibits
07/09/25	30(b)(6) Deposition of Jeffrey Fonseca and Exhibits
07/10/25	Deposition of Durga Malladi and Exhibits
07/10/25	Deposition of Akshay Bhatnagar and Exhibits
07/10/25	30(b)(6) Deposition of Jannik Nelson and Exhibits
07/10/25	30(b)(6) Deposition of Christine Tran and Exhibits
07/11/25	Deposition of James Jeon and Exhibits
07/11/25	Deposition of Vivek Agrawal and Exhibits
07/11/25	Deposition of Jonathan Weiser and Exhibits
07/11/25	Deposition of Larissa Cochran and Exhibits
07/11/25	Deposition of Ann Chaplin and Exhibits
07/29/25	Deposition of Mohamed Awad and Exhibits
	Principal Engineer at Arm
	Corporate Vice President and Chief Communications Officer at Advanced Micro Devices, Inc.
	Senior Director of CPU, DSP, Benchmarking, and AI H/W Product Management at Qualcomm
	Senior Director of Commercial Strategy and Licensing at Arm
	Director of Product Management at Arm
	Senior Director of CPU Product Management at Qualcomm
	Director of Sourcing at Qualcomm
	Senior Director of Engineering at Qualcomm
	Executive Vice President and Chief Commercial Officer at Arm
	Vice President and Deputy General Counsel of Licensing, Legal Ops, and Trade Compliance at Arm
	Principal Engineer Automotive CPU at Qualcomm
	Senior Director of Finance at Qualcomm
	Lead Architect for Debug and RAS Architecture at Arm
	Executive Vice President and Chief Legal Officer at Arm
	Vice President of Partner Success and Licensing at Arm
	Senior Director of Engineering at Qualcomm
	Senior Director of Sales and Business Development at Qualcomm
	Chief Architect and Fellow at Arm
	Senior Vice President and General Manager of IoT at Arm
	Senior Vice President and General Manager of Mobile and Wearables at Qualcomm
	President and CEO of Qualcomm at Qualcomm
	Hardware Engineer at Qualcomm
	Vice President of Strategic Alliances at Arm
	Managing Partner at Morrison & Foerster
	Senior Vice President of Technology at Arm
	Senior Director of Engineering at Arm
	CEO at Arm
	Senior Vice President and General Manager of XR & Spatial Computing at Qualcomm
	Senior Vice President, Legal Counsel at Qualcomm
	Distinguished Engineer at Arm
	Director of Engineering at Qualcomm
	Director of Sales at Arm
	Senior Vice President and General Manager of Technology Planning and Solutions and Data Center at Qualcomm
	Senior Manager of North America Licensing at Arm
	VP of Revenue at Arm
	Senior Director of Legal at Arm
	VP of Global Commercial Operations at Qualcomm
	Senior Principal Engineer at Arm
	Former Lead Attorney for QCT at Qualcomm
	Senior Director of Contracts at Qualcomm
	General Counsel and Corporate Secretary at Qualcomm
	Senior Vice President and General Manager of Infrastructure Business

Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
Documents Considered List

Exhibit C

Date	Description		
Produced Documents			
*If the bates number referenced below is the beginning of a document/production, the bates reference is to the entire document.			
*I had access to documents produced by Qualcomm, Arm, and other third parties.			
ARM_0000680	QCVARM_0468074	QCVARM_0618338	QCVARM_1088375
ARM_00009370	QCVARM_0468076	QCVARM_0618354	QCVARM_1117815
ARM_00025401	QCVARM_0468082	QCVARM_0618387	QCVARM_1117818
ARM_00052643	QCVARM_0468164	QCVARM_0618420	QCVARM_1117821
ARM_00055357	QCVARM_0468212	QCVARM_0618448	QCVARM_1117825
ARM_00056571	QCVARM_0468426	QCVARM_0618449	QCVARM_1117836
ARM_00062441	QCVARM_0468623	QCVARM_0618450	QCVARM_1117839
ARM_00062474	QCVARM_0520880	QCVARM_0618454	QCVARM_1117843
ARM_00076910	QCVARM_0523656	QCVARM_0618455	QCVARM_1117847
ARM_00083490	QCVARM_0523730	QCVARM_0618456	QCVARM_1117851
ARM_00083492	QCVARM_0523754	QCVARM_0618459	QCVARM_1117866
ARM_00083608	QCVARM_0523826	QCVARM_0618461	QCVARM_1117873
ARM_00086164	QCVARM_0523837	QCVARM_0618568	QCVARM_1117877
ARM_00103702	QCVARM_0523995	QCVARM_0618694	QCVARM_1117880
ARM_00103718	QCVARM_0524007	QCVARM_0618702	QCVARM_1117884
ARM_00103781	QCVARM_0524237	QCVARM_0618703	QCVARM_1117891
ARM_00110507	QCVARM_0524718	QCVARM_0618705	QCVARM_1117898
ARM_00110509	QCVARM_0524739	QCVARM_0618707	QCVARM_1117901
ARM_00110511	QCVARM_0524900	QCVARM_0618708	QCVARM_1117905
ARM_00110513	QCVARM_0525167	QCVARM_0618712	QCVARM_1117909
ARM_00110515	QCVARM_0525344	QCVARM_0618843	QCVARM_1117934
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ARM_01238384	QCVARM_0575636	QCVARM_0851120	QCVARM_1118820

Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
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Exhibit C

Date	Description			
ARM_01241379	QCVARM	0577544	QCVARM	0851183
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ARM_01241581	QCVARM	0579532	QCVARM	0851410
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ARM_01249519	QCVARM	0595522	QCVARM	0851837
ARM_01291148	QCVARM	0595815	QCVARM	0854985
ARM_01314327	QCVARM	0599620	QCVARM	0855117
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Date	Description			
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QCVARM_0467601	QCVARM_0618336	QCVARM_1073895		

**Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
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Exhibit C

Date	Description
Research	<p>Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025 NVIDIA Corporation Form 10-K for the fiscal year ended January 26, 2025 Qualcomm Incorporated Form 10-K for the fiscal year ended September 29, 2024 Qualcomm Incorporated, Form 10-Q for the quarterly period ended June 29, 2025 S&P Global Market Intelligence. 2025. WACC analysis: Qualcomm Inc. (QCOM). Capital IQ. SoftBank Group Annual Report 2024 Trial Proceedings, <i>Arm v. Qualcomm</i>, C.A. No. 22-1146 (MN), Volume 2, December 16, 2024</p> <p>https://download.intel.com/newsroom/kits/40thanniversary/pdfs/What_is_a_Microprocessor.pdf https://group.softbank/en/ir/financials/annual_reports/2025/message/arm https://group.softbank/en/news/press/20160905 https://newsroom.arm.com/blog/arm-computex-2025 https://nvidianews.nvidia.com/news/nvidia-and-softbank-group-announce-termination-of-nvidias-acquisition-of-arm-limited https://nvidianews.nvidia.com/news/nvidia-to-acquire-arm-for-40-billion-creating-worlds-premier-computing-company-for-the-age-of-ai https://tech.facebook.com/reality-labs/ https://www.arm.com/company https://www.capitaliq.com https://www.cnbc.com/2023/09/14/arm-ipo-arm-starts-trading-on-the-nasdaq-in-win-for-softbank.html https://www.ft.com/content/5b191c4c-119f-4f97-bc61-622d20bfa46d https://www.ft.com/content/95367b2b-2aa7-4a06-bdd3-0463c9bad008 https://www.lawinsider.com/dictionary/standard-margin https://www.linkedin.com/in/%E6%99%93%E6%B0%91-%E9%A9%AC-9381bb15a/ https://www.linkedin.com/in/dawn-hill-montemagni/ https://www.linkedin.com/in/mike-neilio-5358141/ https://www.linkedin.com/in/siliconip/ https://www.linkedin.com/in/tejas-krishnamohan-aa24a91/ https://www.linkedin.com/in/will-wyatt-ab6bb2b/ https://www.phonearena.com/galaxy-tab-s10-release-date-price-features-news https://www.sec.gov/Archives/edgar/data/804328/000080432824000075/qcom092924ex21.htm</p>

EXHIBIT D

EXHIBIT 27

1
2 IN THE UNITED STATES DISTRICT COURT
3 FOR THE DISTRICT OF DELAWARE

4 -----x

5 QUALCOMM INCORPORATED, a Delaware
6 corporation, QUALCOMM TECHNOLOGIES,
7 INC., a Delaware corporation,

8 Plaintiffs,

9 -against- C.A. No. 24-49-MN

10 ARM HOLDINGS PLC, f/k/a ARM LTD.,
11 a U.K. corporation,

12 Defendant.

13 -----x

14
15 HIGHLY CONFIDENTIAL
16 ATTORNEYS' EYES ONLY

17
18 REMOTE VIDEOTAPED DEPOSITION OF
19 EHAB YOUSEFF
20 Palo Alto, California
21 June 26, 2025

22
23 Reported By:

24
25 ERIC J. FINZ

<p style="text-align: right;">Page 18</p> <p>1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL</p> <p>2 A. Yes.</p> <p>3 Q. Could you just quickly give me</p> <p>4 your educational background?</p> <p>5 A. Sure. I went to undergraduate</p> <p>6 school at UC Davis and completed a BS in</p> <p>7 health science management law. I then</p> <p>8 attended Santa Clara University, where I</p> <p>9 obtained my JD, specializing in high</p> <p>10 technology.</p> <p>11 Q. And you joined Arm in 2011.</p> <p>12 Is that right?</p> <p>13 A. I joined Arm initially in</p> <p>14 1998.</p> <p>15 Q. What was your position --</p> <p>16 sorry.</p> <p>17 Have you worked at Arm from</p> <p>18 1998 to the present continuously?</p> <p>19 A. No.</p> <p>20 Q. Okay. Could you just walk me</p> <p>21 through your employment history with Arm</p> <p>22 in terms of the years you worked there?</p> <p>23 A. Sure. Yes. So I started with</p> <p>24 Arm initially in 1998. I was with Arm</p> <p>25 until 2005-ish. I then went and started</p>	<p style="text-align: right;">Page 20</p> <p>1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL</p> <p>2 five years.</p> <p>3 Q. Okay. And then what was</p> <p>4 your -- what title did you move to after</p> <p>5 that?</p> <p>6 A. Then I went to vice president</p> <p>7 and assistant general counsel of</p> <p>8 commercial licensing and trade</p> <p>9 compliance.</p> <p>10 Q. And that would have been in</p> <p>11 2016?</p> <p>12 A. Approximately.</p> <p>13 Q. Okay. Did you move -- when</p> <p>14 did you -- is your current title now VP</p> <p>15 and deputy general counsel of licensing,</p> <p>16 legal ops and trade compliance?</p> <p>17 A. Yes, that's right.</p> <p>18 Q. And when did you take that</p> <p>19 title?</p> <p>20 A. I took that title</p> <p>21 approximately, let's call it</p> <p>22 two-and-a-half years ago. So sometime in</p> <p>23 I believe late '22.</p> <p>24 Q. What are your responsibilities</p> <p>25 in this role?</p>
<p style="text-align: right;">Page 19</p> <p>1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL</p> <p>2 my own law practice. And I came back to</p> <p>3 Arm in 2011.</p> <p>4 Q. From 1998 to 2005, what was</p> <p>5 your title at Arm?</p> <p>6 A. I think my initial title was</p> <p>7 senior corporate counsel.</p> <p>8 Q. And were you a corporate</p> <p>9 counsel that entire first period of</p> <p>10 working with Arm from 1998 to 2005?</p> <p>11 A. No.</p> <p>12 Q. What were your other roles?</p> <p>13 A. So over that period of time my</p> <p>14 roles went -- my title went from senior</p> <p>15 corporate counsel to vice president to</p> <p>16 general manager.</p> <p>17 Q. When you returned in 2011,</p> <p>18 what was your initial title?</p> <p>19 A. I returned in 2011 as vice</p> <p>20 president of legal.</p> <p>21 Q. And how long did you hold that</p> <p>22 title?</p> <p>23 A. For approximately -- let me</p> <p>24 think this one through. Approximately,</p> <p>25 let's call it five years. Approximately</p>	<p style="text-align: right;">Page 21</p> <p>1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL</p> <p>2 A. So I have a team, I'm</p> <p>3 responsible for a team of lawyers that</p> <p>4 handles the commercial licensing aspects,</p> <p>5 the trade compliance aspects, legal</p> <p>6 operations, and a host of other legal</p> <p>7 matters that play into that.</p> <p>8 Q. And would your</p> <p>9 responsibilities with respect to</p> <p>10 licensing include Arm's negotiation and</p> <p>11 execution of ALAs and TLAs?</p> <p>12 A. Could you repeat that?</p> <p>13 Q. I believe you said you had</p> <p>14 responsibilities -- your responsibilities</p> <p>15 included commercial licensing. Is that</p> <p>16 right?</p> <p>17 A. Yes, my team is responsible</p> <p>18 for commercial licensing.</p> <p>19 Q. And the team that you are</p> <p>20 managing with respect to commercial</p> <p>21 licensing, would that involve managing</p> <p>22 their negotiation and execution of Arm's</p> <p>23 ALAs and TLAs?</p> <p>24 A. Yes, that's correct.</p> <p>25 Q. All right.</p>

6 (Pages 18 - 21)

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1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 identified as, which would be the
3 content of the document. I'm
4 asking if such a privileged
5 document would exist.
6 MR. EMERICK: Instruction not
7 to answer. You're asking about is
8 there a privileged document with a
9 certain content.
10 BY DESAI:
11 Q. Are you going to follow your
12 attorney's instruction?
13 A. Yes.
14 Q. All right.
15 Do you understand that
16 Qualcomm [REDACTED]
17 [REDACTED]?
18 A. Yes.
19 MR. DESAI: Why don't we pull
20 up tab 25.
21 THE WITNESS: Did you say tab
22 25? A new exhibit, correct?
23 MR. DESAI: It should be
24 showing up. We're going to mark it
25 as Exhibit 5.

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1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 (Youseff Exhibit 5 for
3 identification, letter dated
4 September 27, 2024, production
5 numbers QCVARM_0573671 through
6 QCVARM_0573673.)
7 THE WITNESS: We can see it.
8 BY DESAI:
9 Q. And if you skip to -- sorry.
10 MR. DESAI: For the record,
11 the beginning Bates number of this
12 is QCVARM_0573671.
13 Q. I'd like you to skip to the
14 next page that ends in 72.
15 Do you see that?
16 A. I see the second page, yes.
17 Q. Okay. And this is a September
18 20, 2024 letter from Qualcomm to a
19 Spencer Collins at Arm. Correct?
20 A. That's what it says, yes.
21 Q. And do you know Mr. Collins?
22 A. Yes.
23 Q. And do you report to
24 Mr. Collins?
25 A. Yes.

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1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 Q. Okay. And you can see in the
3 second paragraph, that Qualcomm is
4 notifying Arm [REDACTED]
5 [REDACTED]. Is that
6 right?
7 A. That's what the letter says,
8 yes.
9 Q. And you understand that Arm
10 [REDACTED]
11 [REDACTED]. Is that right?
12 A. Arm [REDACTED]
13 [REDACTED]. I'm not sure it
14 was in response to this. [REDACTED]
15 [REDACTED].
16 Q. Okay.
17 MR. DESAI: Why don't we pull
18 up that response, or that proposal,
19 sorry. Tab 27.
20 (Youseff Exhibit 6 for
21 identification, [REDACTED]
22 [REDACTED], production numbers
23 QCVARM_0526828 through
24 [REDACTED]
25 [REDACTED]

Page 61

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 QCVARM_0526830.)
3 MR. DESAI: Are you there?
4 THE WITNESS: Yes, we're
5 there.
6 MR. DESAI: Okay. So we're
7 going to mark this as Exhibit 6.
8 For the record, it is a document
9 labeled QCVARM_0526828.
10 BY DESAI:
11 Q. Have you seen this document
12 before?
13 A. Yes.
14 Q. And you reviewed this as part
15 of your 30(b)(6) preparation?
16 A. Yes.
17 Q. And this is an [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED] Correct?
21 A. [REDACTED]
22 [REDACTED], yes.
23 Q. [REDACTED]
24 [REDACTED]
25 [REDACTED]

16 (Pages 58 - 61)

Page 62

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 MR. EMERICK: Objection; form.
6 A. Yes, [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 Q. Who [REDACTED]
10 A. [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 63

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 [REDACTED]
3 Q. Did these individuals [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 A. To my knowledge, I don't
8 know -- I'm going to answer it this way:
9 With respect to nonprivileged documents,
10 I don't have any factual knowledge of.
11 Q. Just to be clear, Arm's
12 position is that [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]. Is that
17 correct?
18 MR. EMERICK: Objection; form.
19 A. To the best of my knowledge, I
20 don't have any factual knowledge of
21 nonprivileged documents regarding the
22 [REDACTED]
23 [REDACTED].
24 Q. What was the [REDACTED]
25 [REDACTED]

Page 64

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 [REDACTED]
3 [REDACTED]?
4 MR. EMERICK: Objection.
5 Objection; form.
6 A. I'm going to clarify before I
7 answer that question.
8 Q. Sure.
9 A. I'm going to use first the
10 definition [REDACTED], to be
11 clear. So when you say [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 Q. And is that [REDACTED]
16 [REDACTED]
17 [REDACTED]?
18 A. With respect to the
19 definition, [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED].
23 Q. What was the date of the
24 [REDACTED] deal?
25 A. Sorry, I have to have that in

Page 65

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 front of me. I don't recall that.
3 MR. DESAI: Counsel, I'm just
4 confirming, if this particular
5 [REDACTED] deal hasn't been
6 produced, we ask that it be
7 produced. I don't know off the top
8 of my head if it has. I just make
9 that request now.
10 (Request for production.)
11 MR. EMERICK: Request
12 received.
13 BY DESAI:
14 Q. And so is it Arm's position
15 that the [REDACTED] in Exhibit 5 --
16 sorry, Exhibit 6, for [REDACTED]
17 [REDACTED], is [REDACTED]
18 [REDACTED]
19 [REDACTED]?
20 A. I'm going to ask you to repeat
21 that, please.
22 Q. Okay. We'll break it into
23 pieces here.
24 I believe you've testified now
25 that [REDACTED]

17 (Pages 62 - 65)

Page 70

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 71

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 [REDACTED]
3 [REDACTED]
4 Q. What was that other licensee?
5 Or who, sorry. Who.
6 A. The other licensee is [REDACTED]
7 [REDACTED]
8 Q. So as I understand your
9 response, [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]. Is that right?
13 A. And I'll clarify that. What
14 I'm intending to say is that [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

Page 72

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 Q. In one of your earlier answers
11 a few moments ago I think you used the
12 phrase "[REDACTED]." Do you
13 remember saying that?
14 A. You have to read it back to
15 me, I'm not sure if I said that.
16 Q. I'll represent to you you said
17 that. And the transcript will.
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 A. And again, I'll answer with
25 respect to nonprivileged portion.

Page 73

1 EHAB YOUSSEF - HIGHLY CONFIDENTIAL
2 Q. Sorry, the names of the people
3 who perform it are not privileged. So
4 that's all I'm asking first.
5 A. I can tell you the folks on
6 the [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 Q. And when did they -- with
16 respect to this Qualcomm [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]?
20 A. Prior to the [REDACTED] being sent
21 over.
22 Q. A month before, six months
23 before?
24 A. Well, let me answer that by
25 saying, again, there is not one date in

EXHIBIT 28

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, a
Delaware corporation,
QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiffs,

vs.

C.A. No. 24-490 (MN)

ARM HOLDINGS PLC., f/k/a
ARM LTD., a U.K.
corporation,

Defendant.

****ATTORNEYS' EYES ONLY****

VIDEO DEPOSITION OF ARM HOLDINGS PLC's 30(b)(6) and
30(b)(1) REPRESENTATIVE - KARTHIK SHIVASHANKAR
Palo Alto, California
Friday, June 20, 2025
Volume 1

STENOGRAPHICALLY REPORTED BY:

REBECCA L. ROMANO, RPR, CSR, CCR
California CSR No. 12546
Nevada CCR No. 827
Oregon CSR No. 20-0466
Washington CCR No. 3491
JOB NO. 7428915
PAGES 1 - 189

Page 90

1 [REDACTED]?

2 A. I do not exactly remember [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

7 Q. I know you can't remember [REDACTED]
[REDACTED]

9 Can you remember some information about
10 them?

11 A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

17 Q. And do you understand -- so I want you to
18 take a look, if you compare -- strike that.

19 If you go to the [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

24 Q. Are those [REDACTED]
25 [REDACTED]?

[illegible]

Page 92

1 Do you see that?

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 Q. Can you explain to me the reason there

22 [REDACTED]

23 [REDACTED]

24 MR. KRAMER: Objection to form.

25 THE DEPONENT: I mean, I cannot, I mean,

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1 yeah, comment on -- on -- [REDACTED]
[REDACTED].

3 Q. (By Ms. Zappala) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]?

7 MR. KRAMER: Objection to form.

8 THE DEPONENT: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

12 Q. (By Ms. Zappala) But my question was,
[REDACTED]
[REDACTED]?

15 MR. KRAMER: Objection to form.

16 THE DEPONENT: So I do not exactly, I
17 mean, yeah, recall.

18 [REDACTED]
[REDACTED]
[REDACTED].

21 Q. (By Ms. Zappala) [REDACTED]
[REDACTED]
[REDACTED]?

24 [REDACTED]?
25 MR. KRAMER: Objection to form.

Page 94

1 THE DEPONENT: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
5 Q. (By Ms. Zappala) [REDACTED]
[REDACTED]?
7 MR. KRAMER: Objection to form.
8 THE DEPONENT: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
14 Q. (By Ms. Zappala) Now, [REDACTED]
[REDACTED],
16 correct?
17 A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
23 Q. [REDACTED]
[REDACTED]
[REDACTED]?
[REDACTED]

Page 95

1 MR. KRAMER: Objection to form.
2 THE DEPONENT: It's a very broad
3 question. Can you say that again.
4 Q. (By Ms. Zappala) Sure.
5 Well, I'm just going to strike that.
6 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]?
10 MR. KRAMER: Objection to form.
11 THE DEPONENT: Again, I don't precisely
12 remember the steps.
13 Coming back to my point, I mean, yeah,
[REDACTED]
[REDACTED]
[REDACTED]
16 Q. (By Ms. Zappala) When you say the
[REDACTED]
[REDACTED] what do you mean by that?
19 A. Again, coming back to my explanation, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
25 [REDACTED]

Page 96

1 [REDACTED]
[REDACTED]
[REDACTED]
3 [REDACTED]
[REDACTED]
[REDACTED]
6 Q. [REDACTED]
[REDACTED]
8 MR. KRAMER: Objection to form. Calls
9 for a legal conclusion.
10 THE DEPONENT: Can you say the question
11 again.
12 Q. (By Ms. Zappala) Sure.
13 [REDACTED]
[REDACTED]?
15 MR. KRAMER: Same objection.
16 THE DEPONENT: I do not exactly, I mean,
17 yeah -- I mean, I do not know, I mean, yeah, the --
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] --
[REDACTED]

Page 97

1 Q. (By Ms. Zappala) [REDACTED]
[REDACTED]
[REDACTED]
4 A. [REDACTED]
[REDACTED]
[REDACTED]
7 Q. [REDACTED]
[REDACTED]
[REDACTED]?
10 A. Sorry, can you say that once more.
11 Q. Sure.
12 [REDACTED]
[REDACTED]
[REDACTED]
15 A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
18 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
21 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

25 (Pages 94 - 97)

Page 98

1 A. [REDACTED]
[REDACTED]
3 Q. And do you recall what [REDACTED]
[REDACTED]
5 A. I do not recall the [REDACTED].
6 Q. [REDACTED]
[REDACTED]
[REDACTED]?
9 A. [REDACTED]
[REDACTED]
[REDACTED].
12 Q. If you go up to the "[REDACTED]" table
13 in Exhibit 13, [REDACTED]
[REDACTED]: [REDACTED]
[REDACTED].
16 Do you see that?
17 A. [REDACTED]
[REDACTED].
19 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
24 (Court Reporter asks for clarification.)
25 THE DEPONENT: Sorry, I do not recall the

Page 99

[REDACTED].
2 (Exhibit 14 was marked for identification
3 by the Court Reporter and is attached hereto.)
4 MS. ZAPPALA: I'm going to mark this as
5 Exhibit 14, which is a letter from Qualcomm to Arm,
6 Bates No. Q90579_0040182.
7 Q. (By Ms. Zappala) Have you seen this
8 document before?
9 A. I have not seen this document before.
10 Q. This is a letter from Qualcomm to Arm.
11 And it says -- Mr. Kurt Wolf at Qualcomm to a
12 Jeff Fonseca at Arm saying, "[REDACTED]
[REDACTED], " and
15 then it lists the [REDACTED]
[REDACTED]
17 Do you see that?
18 A. I can see the sentence which you read
19 out.
20 Q. And then do you see that it lists for
21 each one of these that [REDACTED]
[REDACTED]?
23 Do you see that?
24 A. The letter says "[REDACTED]
[REDACTED]."

Page 100

1 Q. [REDACTED]
[REDACTED],
3 which is Exhibit --
4 MS. ZAPPALA: 13?
5 MR. WESTERHOLD: 14.
6 Q. (By Ms. Zappala) -- 14.
7 A. Sorry, can you say the question again.
8 Q. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] in Exhibit 13, correct?
12 A. [REDACTED]
[REDACTED].
15 MR. KRAMER: I just got a note and I'm
16 sorry for being noisy, that the Zoom went out.
17 THE VIDEOGRAPHER: I'm reconnecting it.
18 I lost the Wi-Fi.
19 MS. ZAPPALA: We can go off the record.
20 THE VIDEOGRAPHER: One second.
21 Okay. This marks the end of media file
22 labeled No. 2. Off the record at 11:21 a.m.
23 (Recess taken.)
24 THE VIDEOGRAPHER: This marks the
25 beginning of media file labeled No. 3. Back on the

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1 record at 11:22 a.m.
2 (Exhibit 15 was marked for identification
3 by the Court Reporter and is attached hereto.)
4 MS. ZAPPALA: I'm going to mark as
5 Exhibit 15 a email that's Bates-stamped
6 Q90568_0104036.
7 THE DEPONENT: Thank you.
8 MS. ZAPPALA: I'm sorry, it's
9 QCVARM_0527544.
10 Q. (By Ms. Zappala) And this is a email
11 from a Jeff Fonseca to Kurt Wolf on January 10,
12 2025.
13 Do you see that?
14 A. Yup, I can see the -- the -- Jeff and
15 Kurt's name on the email, yeah.
16 Q. Have you ever seen this email before?
17 A. No, I have not seen this email.
18 Q. Okay. I want to direct you to the first
19 paragraph.
20 Mr. Fonseca writes, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

26 (Pages 98 - 101)

EXHIBIT 29

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED, §
A DELAWARE CORPORATION, §
QUALCOMM TECHNOLOGIES, § C.A. NO. 24-490-MN
INC., A DELAWARE §
CORPORATION, §
§
PLAINTIFFS, §
§
- AGAINST - §
§
ARM HOLDINGS PLC., §
F/K/A ARM LTD., A U.K. §
CORPORATION, §
§
DEFENDANT. §

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY
ORAL AND VIDEOTAPED DEPOSITION OF AKSHAY BHATNAGAR
JULY 10, 2025

ORAL AND VIDEOTAPED DEPOSITION OF AKSHAY
BHATNAGAR, produced as a witness at the instance of
the Plaintiffs and duly sworn, was taken in the
above styled and numbered cause on Thursday,
July 10, 2025, from 9:22 a.m. to 12:39 p.m., before
TAMARA CHAPMAN, CSR, RPR-CRR in and for the State of
Texas, reported by computerized stenotype machine,
at the offices of Kirkland & Ellis, LLP, 401
Congress Avenue, Austin, Texas, pursuant to the
Federal Rules of Civil Procedure and any provisions
stated on the record herein.

Job No. NY 7464214

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 38

1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 MR. EVANGELATOS: I'm going to
14 caution you on the basis of a third-party
15 confidentiality obligation.
16 The question was "do you recall."
17 Just answer that as a "yes" or "no" and then let's
18 be careful about [REDACTED] we're talking
19 about and which companies we're talking about.
20 So just answer that question "yes" or
21 "no," do you recall.
22 A. No.
23 Q. [REDACTED]
24 [REDACTED]
25 MR. EVANGELATOS: Are you asking him

Page 39

1 [REDACTED]
2 [REDACTED] ?
3 MR. SCOTT: I'm asking [REDACTED]
4 [REDACTED].
5 MR. EVANGELATOS: Well, so, I need to
6 instruct him on a third-party confidentiality. So
7 if you want to narrow it first and see if he
8 recalls, and then we can take it basis by -- company
9 by company.
10 MR. SCOTT: For the record, I don't
11 think that it's appropriate for you to instruct him
12 not to answer on the basis of a purported
13 third-party confidentiality.
14 MR. EVANGELATOS: So, look, we told
15 you yesterday [REDACTED] has objected to revealing
16 their confidential information. So that -- we
17 understand they're going to file something
18 imminently. And so we can't reveal certain
19 information based on that dispute.
20 MR. SCOTT: And they filed something?
21 MR. EVANGELATOS: My understanding is
22 they're filing something any day now. And so they
23 have objected. And without -- on the basis of that
24 objection we're going to instruct him not to answer
25 about [REDACTED] confidential information.

Page 40

1 So I'm just asking you, if you want
2 to ask questions about the others that have not
3 objected, go ahead. If you want to probe that, go
4 ahead. But as to [REDACTED] in particular, I do need
5 to instruct him on that.
6 MR. SCOTT: I just want to make clear
7 for the record, you're instructing your witness not
8 to answer based on your belief that a third-party
9 may file for a protective order in the future?
10 MR. EVANGELATOS: No, that's not
11 accurate. I'm instructing -- specifically as to
12 [REDACTED], I've told you [REDACTED] informed us
13 that they object to that disclosure and they will
14 file something. I don't know off the top of my head
15 if they filed something yet. If -- because on the
16 basis of that dispute, I will instruct him not to
17 answer as to [REDACTED].
18 MR. SCOTT: Okay. Just for the
19 record, we believe that instruction is improper and
20 we will hold the deposition open.
21 MR. EVANGELATOS: Okay. We can agree
22 to disagree.
23 MR. SCOTT: Great.
24 Q. Let's see. So just getting back to --
25 [REDACTED]

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED] ? Am I understanding that
8 correctly?
9 A. So, again, these discussions were more
10 than a year back, or around a year back, so I may
11 not remember the specific works. [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 Q. I'm -- I'm -- I'm asking what they told
18 you at this time, and not what you think they would
19 have told you or presumed that they might have told
20 you. So I just want to restate the question.
21 [REDACTED]
22 [REDACTED]
23 [REDACTED] ?
24 A. [REDACTED]
25 [REDACTED]

11 (Pages 38 - 41)

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

<p>Page 42</p> <p>[REDACTED]</p>	<p>Page 44</p> <p>[REDACTED]</p>
<p>Page 43</p> <p>[REDACTED]</p>	<p>Page 45</p> <p>[REDACTED]</p>

12 (Pages 42 - 45)

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

<p>Page 70</p> <p>[REDACTED]</p>	<p>Page 72</p> <p>1 [REDACTED]</p>
<p>Page 71</p> <p>[REDACTED]</p>	<p>Page 73</p> <p>[REDACTED]</p>

19 (Pages 70 - 73)

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

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Page 84

1 [REDACTED] ?

2 MR. EVANGELATOS: Objection; form and
3 asked and answered.

4 A. I mean, I heard the term tossed around
5 maybe in some conversations. What exactly it means,
6 I don't know.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]
 [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

_____ *

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Page 85

1 Q. Okay. I'm going to hand you -- and this
2 will be -- I think we can take a break after this
3 one. I'm going to hand you another document with
4 the Bates No. ARMQC_2751388. I'm marking this as
5 QCX 211.

6 (Exhibit QCX 211 was marked.)

7 Q. So this is an email thread between you
8 and Mr. Shivashankar dated December 2024.

9 Do you see that?

10 And it's got the subject line [REDACTED]
11 [REDACTED] "

12 A. (Pause.)

13 Q. Do you recall receiving this email?

14 A. (Pause.)

15 I can see that I'm on the email. I don't
16 exactly remember the email.

17 Q. It looks like an email you sent in the
18 course of work at Arm, though, doesn't it?

19 A. (Nods.)

20 Q. Is that a yes? Sorry. The court
21 reporter can't get nodding.

22 A. It does look like -- yes, it does look
23 like that email.

24 Q. Great. Thank you.

25 [REDACTED]

1. [REDACTED]
[REDACTED]
[REDACTED]

1. [REDACTED]

2. [REDACTED]

11 of 11

1	2	3
4	5	6

22 (Pages 82 - 85)

EXHIBIT 30

Page 1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE DISTRICT OF DELAWARE
3 QUALCOMM INCORPORATED a Delaware corporation,) Case No.
4 QUALCOMM TECHNOLOGIES, INC., a Delaware) 24-490-MN
5 corporation,)
6)
7 Plaintiffs,)
8)
9 vs.)
10)
11 ARM HOLDINGS PLC, f/k/a ARM LTD., a U.K.)
12 corporation,,)
13)
14 Defendant.)
15)

16 ATTORNEYS EYES ONLY VIDEOTAPED
17 30(b)(6) DEPOSITION OF JEFFREY M. FONSECA
18 Palo Alto, California
19 Wednesday, July 9, 2025

20 REPORTED BY: Derek L. Hoagland
21 CSR No. 13445
22
23
24
25

<p style="text-align: right;">Page 14</p> <p>1 Q. And what does it mean to manage Qualcomm and 2 these two accounts?</p> <p>3 A. I'm the key point of contact for sales for all 4 three accounts.</p> <p>5 Q. So is it fair to say that as of June 2024 you 6 became the key point of sales for the Qualcomm account?</p> <p>7 A. Yes.</p> <p>8 Q. And what does it mean to be the key point of 9 sales for the Qualcomm account?</p> <p>10 A. Basically, anything that relates to customer 11 engagement, we call them partners, is I'm the first 12 point of contact, myself and my technical liaison, and 13 basically we help validate any inquiries that come in 14 from the partners.</p> <p>15 Q. Who do you interact with at Qualcomm?</p> <p>16 A. Currently, Kurt wolf, Richard Meacham.</p> <p>17 Q. Anyone else?</p> <p>18 A. Primary contacts that I deal with on a running 19 basis every week.</p> <p>20 Q. And have Kurt Wolf and Richard Meacham been your 21 primary point of contacts since June of 2024?</p> <p>22 A. Yes.</p> <p>23 Q. Anyone else at Qualcomm?</p> <p>24 A. I have interacted with Manju Varma and Karl, 25 Manju Varma and Karl Whealton. That's his name</p>	<p style="text-align: right;">Page 16</p> <p>1 responsibilities for Amazon, Meta, Microsoft, and Google 2 essentially the same as your current responsibilities 3 for Qualcomm and Snap and SpaceX?</p> <p>4 A. Yes.</p> <p>5 MS. ZAPPALA: I'm going to show you -- what 6 exhibit number?</p> <p>7 MR. BASNER: QC_169.</p> <p>8 MS. ZAPPALA: QCX Exhibit No. 169, the 30(b)(6) 9 notice that Qualcomm issued to -- Brian, we'll be 10 heading into the 30(b)(6) portion of the deposition.</p> <p>11 MR. KRAMER: Thank you.</p> <p>12 MS. ZAPPALA: 169.</p> <p>13 MR. CLUBOK: If you want us to create a shred 14 bin for you?</p> <p>15 MS. ZAPPALA: Would you like to read along?</p> <p>16 THE REPORTER: Sure.</p> <p>17 (Exhibit No. 169 marked for identification.)</p> <p>18 BY MS. ZAPPALA:</p> <p>19 Q. Mr. Fonseca, have you seen this exhibit before, 20 which is titled "Plaintiff's Notice of Rule 30(B)(6) 21 Deposition of Defendant"?</p> <p>22 A. I have seen something similar to this.</p> <p>23 Q. Okay. I want to -- I believe you have been 24 designated -- so strike that.</p> <p>25 This notice identifies various topics that</p>
<p style="text-align: right;">Page 15</p> <p>1 correctly, yeah, W-h-e-l -- e-a-l-t-o-n. And then I've 2 interacted with some other people, like John. I can't 3 remember his last name. They're in the WiFi group. 4 We've have talked to other engineering teams through 5 Kurt and Richard that facilitate these conversations, 6 but they were always part of the conversations.</p> <p>7 Q. And I think you said you and a technical liaison 8 validate inquiries that come in?</p> <p>9 A. Yes.</p> <p>10 Q. And the partners.</p> <p>11 Who is that technical liaison?</p> <p>12 A. Currently, it's a guy called Gonzalo Delgado. 13 Previously, it was a guy named Jeff Coulter. That 14 changed two months ago.</p> <p>15 Q. So up until two months ago, it was Jeff Coulter?</p> <p>16 A. Yes.</p> <p>17 Q. So from June 2024 to around May --</p> <p>18 A. May.</p> <p>19 Q. -- it was Jeff?</p> <p>20 A. Yes.</p> <p>21 Q. And now it's a gentleman by the name of Gonzalo?</p> <p>22 A. Gonzalo Delgado Huiton. I cannot spell his last 23 name. I'm sorry.</p> <p>24 Q. And going back to your previous job as vice 25 president of strategic alliances, did -- were your job</p>	<p style="text-align: right;">Page 17</p> <p>1 Qualcomm has noticed to ARM for 30(b)(6) deposition 2 topics.</p> <p>3 A. Mm-hmm.</p> <p>4 Q. And my understanding is that you've been 5 designated on topics 8, 18, 19, and 21, which are listed 6 in here.</p> <p>7 Does that sound accurate to you?</p> <p>8 A. That is correct.</p> <p>9 MR. KRAMER: I will represent, he is designated 10 on those topics, 8, 18, 19, and 21, subject to the 11 narrowing objections that we made on June 19th.</p> <p>12 BY MS. ZAPPALA:</p> <p>13 Q. Mr. Fonseca, what did you do to prepare to 14 testify on the 30(b)(6) topics?</p> <p>15 A. Reviewed the documentation that was related to 16 each of the topics that I have been assigned, or 17 designated on, and then discussed some of the historical 18 aspects of some of those documents, just for the record, 19 and then with respect to my clarification and 20 understanding, talked to one specific individual to help 21 reconcile my correct understanding, and that was with 22 Karthik Shivashankar, on one of the topics -- on two of 23 the topics, I'm sorry.</p> <p>24 Q. So I want to unpack that a bit.</p> <p>25 You said you reviewed some documentation related</p>

5 (Pages 14 - 17)

Page 18

1 to those topics. What documentation is that?
2 A. I don't recall off the top of my head because I
3 had the documents in front of me yesterday.
4 Q. Okay. And you said you spoke with a
5 Mr. Karthik Shivashankar. Is that correct?
6 A. Yes.
7 Q. Related to two topics, right?
8 A. Related to two topics, yes, if I recall, topic
9 8 -- let me go back and check it. I'm sorry. The
10 topics are here.
11 Yeah. It was around [REDACTED]
[REDACTED]
[REDACTED].
14 Q. Is that topic 20? I don't believe you're
15 designated on 20.
16 A. I'm sorry. 20 -- 21. Sorry. 18, because it
17 was around the [REDACTED]
18 Q. When you say "[REDACTED]" what are you referring
19 to?
20 A. [REDACTED]
[REDACTED].
22 Q. [REDACTED]
[REDACTED]?
24 A. Yes.
25 Q. [REDACTED]

Page 19

1 [REDACTED]
[REDACTED]
3 A. Yes.
4 Q. And for how long did you speak with
5 Mr. Shivashankar?
6 A. Approximately 15 minutes.
7 Q. On both topics that you have identified?
8 A. Yes.
9 Q. Can you tell me what Mr. Shivashankar told you
10 about [REDACTED] -- let me strike
11 that question.
12 You said you spoke with Mr. Shivashankar about
13 [REDACTED] in one respect?
14 A. Mm-hmm.
15 Q. What was that respect you were referring to?
16 MR. KRAMER: Objection to form.
17 THE DEPONENT: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
23 BY MS. ZAPPALA:
24 Q. And what did Mr. Shivashankar tell you about
25 [REDACTED]?

Page 20

1 A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
14 Q. And did Mr. Shivashankar provide you with any
15 information about [REDACTED]?
16 A. [REDACTED]
[REDACTED]
[REDACTED]
19 Q. [REDACTED]
[REDACTED]
21 A. Yes.
22 Q. [REDACTED]?
23 A. [REDACTED]
[REDACTED]
[REDACTED]

Page 21

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
6 Q. When you -- I think you said [REDACTED]. Is that
7 correct?
8 A. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
12 Q. Have you --
13 A. That's why when I look at paper, I can actually
14 recall better than you if you ask me blindly. Then it
15 might not come across correct.
16 Q. Understood. Okay. So I want to take a step
17 back. We will come back to that, but I want to take a
18 step back.
19 So you spoke with Mr. Shivashankar about the
20 [REDACTED]?
21 A. Mm-hmm.
22 Q. Can you just describe for me everything you
23 remember about that conversation with Mr. Shivashankar?
24 A. From yesterday? That was a recollection that,
25 [REDACTED]

6 (Pages 18 - 21)

EXHIBIT 31

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)	
a Delaware corporation; and)	
QUALCOMM TECHNOLOGIES, INC.,)	
a Delaware corporation,)	
)	
Plaintiffs,	)	C.A. No. 24-490 (MN)
)	
v.	)	SUBMITTED UNDER SEAL –
	)	HIGHLY CONFIDENTIAL –
ARM HOLDINGS PLC., f/k/a ARM LTD.,	)	ATTORNEYS' EYES ONLY
a U.K. corporation,)	
)	
Defendant.)	

**PLAINTIFFS' LETTER TO SPECIAL MASTER HELENA C. RYCHLICKI
REGARDING SUBSEQUENT EVENTS RELATING TO THEIR MOTION TO COMPEL
PRODUCTION OF ARM'S ANALYSIS OF THIRD-PARTY LICENSES**

OF COUNSEL:

Catherine Nyarady
Jacob A. Braly
Jacob Apkon
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
(212) 373-3000

Adam Basner
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
2001 K Street, NW
Washington, DC 20006
(202) 223-7300

Karen L. Dunn
William A. Isaacson
Melissa F. Zappala
DUNN, ISAACSON, RHEE LLP
401 Ninth Street NW
Washington, DC 20004
(202) 240-2900

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Jack B. Blumenfeld (#1014)
Jennifer Ying (#5550)
Travis Murray (#6882)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
jblumenfeld@morrisnichols.com
jying@morrisnichols.com
tmurray@morrisnichols.com

Attorneys for Plaintiffs

Erin J. Morgan
DUNN, ISAACSON, RHEE LLP
11 Park Place
New York, NY 10007
(202) 240-2900

October 17, 2025

Dear Special Master Rychlicki:

Pursuant to D. Del. LR 7.1.2, Plaintiffs write to advise Your Honor of newly-learned facts and subsequent events that have occurred since the August hearings that relate to Qualcomm's pending motion to compel production of documents related to [REDACTED]. Ex. 1 at 4-5.

As Your Honor is aware, [REDACTED]. Qualcomm requested production of that [REDACTED] on numerous occasions. *See, e.g.*, Ex. 3; Ex. 4 at 2. Arm said it is withholding the [REDACTED] because it includes [REDACTED] and [REDACTED] confidential information, but would produce it following resolution of the [REDACTED] and [REDACTED] protective order motions. *See, e.g.*, Ex. 5 at 2; Ex. 6 at 38:4-17; Ex. 7 at 245:12-246:8; Ex. 8.

Dispositive motions are due in this case on October 24. D.I. 44 ¶ 9. And, given that Arm did not otherwise object to producing this [REDACTED], Qualcomm requested Arm produce now the [REDACTED] with redactions over [REDACTED] and [REDACTED]'s confidential information so that Qualcomm can address it in its upcoming summary judgment briefing. Ex. 9. Following the parties' October 10 meet and confer, Arm refused this request, claiming that Qualcomm's request is prohibited by the Protective Order ("PO") and untimely.¹ Arm is wrong.

Protective Order. Arm claims that the PO prohibits its ability to provide the [REDACTED] because a third party has objected. This argument makes no sense because Qualcomm seeks only a redacted version of this [REDACTED].

Arm also claims that the PO *prohibits* it from producing a redacted document in this case. While the producing party is not permitted to unilaterally redact documents for reasons other than privilege or other immunity, it is illogical to suggest that the PO *prohibits* the production of a document in redacted form if the parties agree. For the same reasons explained in Qualcomm's other October 17 letter, the parties' PO dispute in March before Judge Fallon has no bearing on the production of the [REDACTED] in redacted form. Ex. 11 at 3.

Timing. Arm claims Qualcomm's request is untimely because Qualcomm did not request a redacted version of this [REDACTED] earlier. As explained above, Qualcomm repeatedly requested production of the [REDACTED]. Given the upcoming summary judgment deadline, Qualcomm now seeks a redacted version of the [REDACTED] to reduce the prejudice to its summary judgment briefing.

Arm also suggests Qualcomm should have raised this issue with Your Honor in August. Ex. 8 at 3. But, at the time there was no dispute over production of a redacted version of the [REDACTED]. In light of the upcoming summary judgment deadline and the current status of the parties' discovery disputes, Qualcomm made a reasonable, good faith request for a redacted version of the [REDACTED]. Arm's refusal to provide those portions of the [REDACTED] that it can

¹ To the extent Arm separately contends that any part of the [REDACTED] is privileged, Ex. 10 at 17:2-9, the Protective Order permits such privilege redactions. Qualcomm reserves all rights to challenge any privilege designation.

at this time, based on an illogical reading of the protective order and meritless timing allegations, is improper and prejudices Qualcomm in the upcoming briefing.

Qualcomm respectfully requests that Arm be compelled to produce a redacted version of the [REDACTED] pending resolution of the third-party protective order motions.

Respectfully submitted,

/s/ Jennifer Ying

Jennifer Ying (#5550)
Words: 589

Encls.

EXHIBIT 32

**United States District Court
District of Delaware
Civil Action No. 1:24-cv-00490-MN**

**Qualcomm Incorporated and
Qualcomm Technologies, Inc.**

v.

Arm Holdings plc

**Reply Expert Report of Patrick F. Kennedy, Ph.D.
September 19, 2025**

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.

V. ARM HOLDINGS PLC

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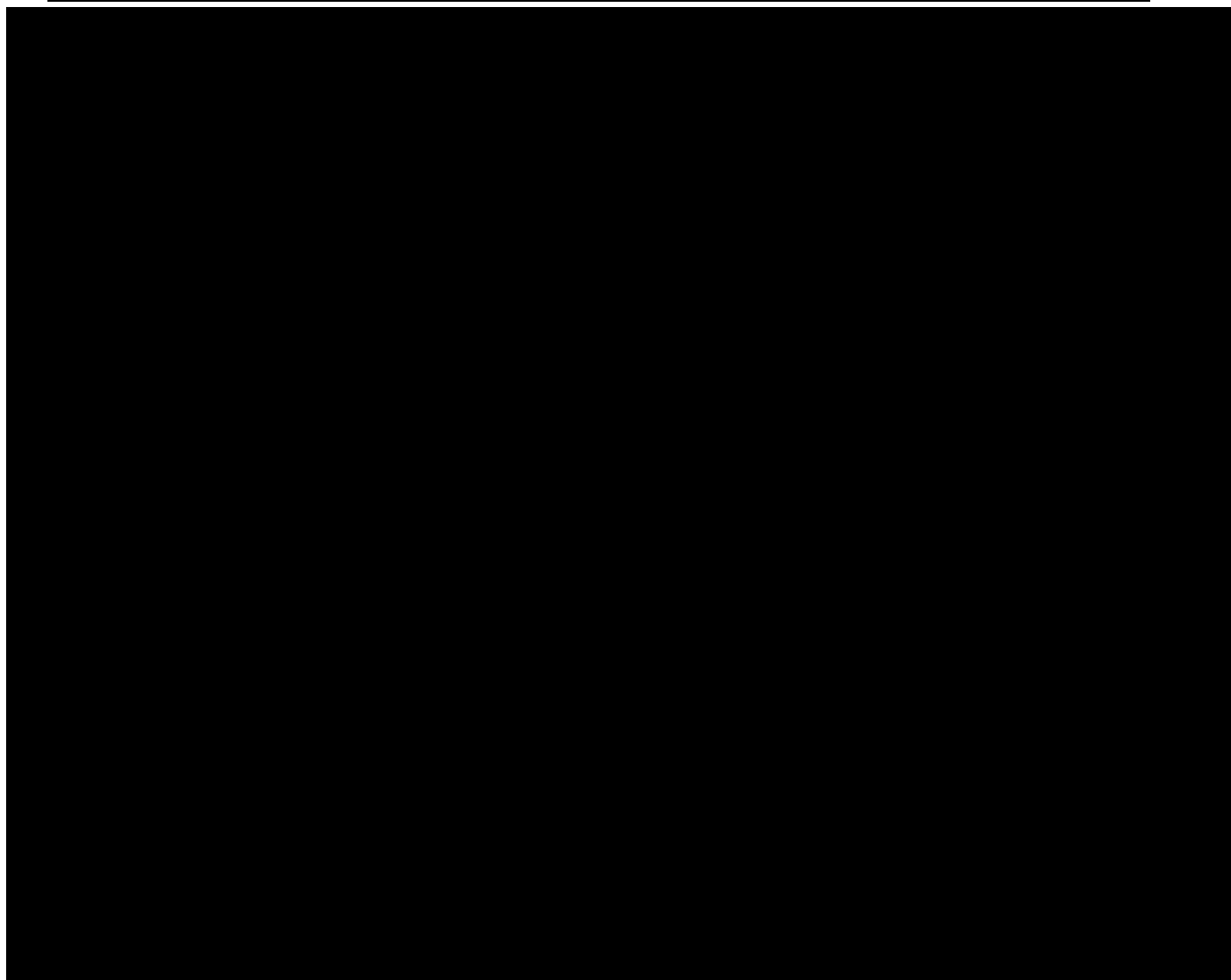
QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.

V. ARM HOLDINGS PLC

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**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
v. ARM HOLDINGS PLC**

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QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
V. ARM HOLDINGS PLC

I. INTRODUCTION

1. I have been retained by Counsel representing Qualcomm Incorporated and Qualcomm Technologies, Inc. (collectively referred to in this report as “Plaintiffs” or “Qualcomm”) to evaluate damages related to certain claims asserted by Qualcomm against Arm Holdings plc (“Arm” or “Defendant”)¹ related to the alleged wrongful conduct described in Qualcomm’s Second Amended Complaint in this action.²

2. On August 8, 2025, I issued an expert report in this matter (the “Kennedy Opening Report”). On September 5, 2025, Mr. Thomas W. Britven, Arm’s damages expert, issued an expert report (the “Britven Report”), reflecting his opinions and responding to my opinions reflected in the Kennedy Opening Report.³ Also on September 5, 2025, Professor Timothy Simcoe issued an expert report (the “Simcoe Report”), reflecting his opinions and responding to the opinions of Professor Eric Posner, Qualcomm’s retained expert on anticompetitive conduct and unfair competition.⁴ The Simcoe Report also responds to certain aspects of my analysis of Qualcomm’s damages related [REDACTED].⁵ The purpose of this report is to address and respond to the opinions and analysis in the Britven Report, as well as certain opinions of the Simcoe Report.⁶ Additionally, since the issuance of the Kennedy

¹ I am aware that there is a pending motion to amend Qualcomm’s Second Amended Complaint to name both Arm Holdings plc and Arm Ltd. as Defendants. Nothing in my analysis and quantification of certain categories of Qualcomm’s claimed damages is dependent on which Arm corporate entity(ies) are named Defendant(s). See Plaintiffs’ Motion for Leave to Amend the Complaint to Name Arm Holdings Plc. And Arm Ltd. as Individual Defendants, August 1, 2025.

² Second Amended Complaint, *Qualcomm Inc. and Qualcomm Technologies, Inc. v. Arm Holdings plc f/k/a Arm Ltd.*, Civil Action No. 1:24-cv-00490-MN, June 3, 2025 (“Second Amended Complaint”), pp. 1-6.

³ Expert Report of Thomas W. Britven, September 5, 2025, (“Britven Report”).

⁴ Rebuttal Expert Report of Professor Timothy S. Simcoe, September 5, 2025 (“Simcoe Report”).

⁵ Simcoe Report, p. 6.

⁶ I understand that other Arm experts also issued their respective reports on September 5, 2025, specifically Dr. Michael Brogioli and Mr. Steven Richards. In their respective reports, Dr. Brogioli and

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
V. ARM HOLDINGS PLC**

Opening Report, Arm has produced additional license agreements with third parties. With this newly produced information, I supplement my opinions in the Kennedy Opening Report related to Arm's third-party agreements in this report.⁷

3. This report incorporates my previous disclosures concerning my professional background and experience, the materials subject to my review, and my expert opinions regarding economic damages associated with the claims asserted in this case. This report summarizes my current opinions given the information available to me at this time. I understand that Arm has not completed production of all documents relevant to my report including, specifically, its production of third-party license agreements. If I receive additional relevant information, I reserve the right to prepare a supplemental report incorporating this new information.

II. MATERIALS CONSIDERED

4. In connection with my continuing review and analysis, I have considered, reviewed, and relied upon materials and information cited in the Kennedy Opening Report and Exhibit C thereto and the additional information and materials cited in this report and generally summarized at the attached **Exhibit B**.

Mr. Richards claim to respond to certain of my opinions in the Kennedy Opening Report. However, based on my review of their reports, they appear to be responding to factual summaries in the Kennedy Opening Report, as opposed to my expert opinions. Therefore, I do not explicitly reply to Dr. Brogioli's or Mr. Richards' report in this reply report.

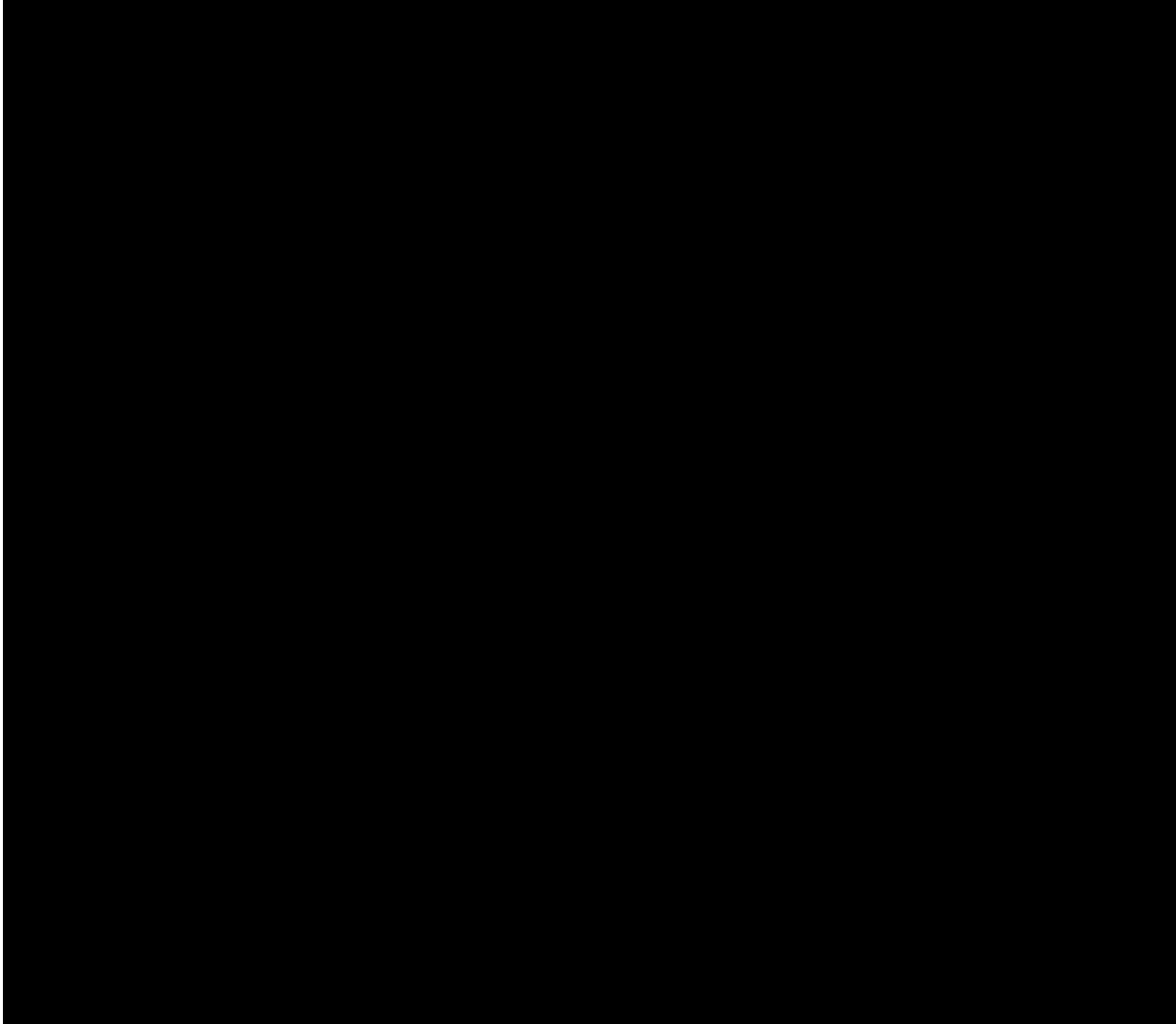
⁷ As discussed below, Arm produced agreements related to an additional [REDACTED] third parties over the last 15 days, with the latest agreements produced on the due date of this report. As such, I have not completed my analysis of all of these additional third-party agreements, and do not include analysis of certain of them in this report, and I specifically reserve the right to supplement my opinions with respect to all of Arm's third-party agreements.

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
V. ARM HOLDINGS PLC**

III. ANALYSIS OF NEWLY PRODUCED ARM AGREEMENTS

5. Since the date of the Kennedy Opening Report, Arm has produced agreements related to an [REDACTED], as shown in the figure below.

Figure 1: Summary of Arm Third-Party Agreements⁸



⁸ Schedule 6-Supplemental; ARMQC_02797236-281; ARMQC_02797282-297; ARMQC_02797298-301; ARMQC_02797302-305; ARMQC_02797306-307; ARMQC_02797308-313; ARMQC_02797314-357; ARMQC_02797358-378; ARMQC_02797379-380; ARMQC_02797381-384; ARMQC_02797385-418; ARMQC_02797419-441; ARMQC_02797442-443; ARMQC_02797444-445;

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6. As shown in the figure above, [REDACTED] of these additional third parties' agreements were produced on September 4, 2025 (the day before the issuance of Mr. Britven's report), [REDACTED] were produced on September 11, 2025 (eight days before the due date of this reply report), [REDACTED] were produced on September 15, 2025 (four days before the due date of this reply report), [REDACTED] were produced on September 16, 2025 (three days before the due date of this reply report), and [REDACTED] was produced on September 19, 2025 (the due date of this reply report). Because it takes time for counsel to upload the production to the document review platform and render the documents in a format that I can review, I was not able to begin my review of each agreement until a day or two after the production. I have preliminarily reviewed the agreements produced on September 4, 2025 and September 11, 2025 and incorporate my preliminary analysis of those agreements in this report. I have not yet reviewed the agreements produced on September 15, 16, and 19, 2025, which total more than 800 pages.⁹ Given the extremely short window that Arm's production schedule has provided to review these agreements, I reserve the right and intend to supplement my analysis of Arm's third-party agreements produced after the date of the Kennedy Opening Report, including any agreements that have not yet been produced.

ARMQC_02797446-448; ARMQC_02797449-453; ARMQC_02797454-484; ARMQC_02797485-526; ARMQC_02797527-546; ARMQC_02797547-548; ARMQC_02797549-551; ARMQC_02797552-554; ARMQC_02797555-561; ARMQC_02797562-600; ARMQC_02797601-602; ARMQC_02797603-609; ARMQC_02797610-624; ARMQC_02797625-668; ARMQC_02797669-688; ARMQC_02797689-691; ARMQC_02797692-698; ARMQC_02797699-739; ARMQC_02797740-759; ARMQC_02797760-762; ARMQC_02797763-764; ARMQC_02797765-766; ARMQC_02797767-774; ARMQC_02797775-777; ARMQC_02797778-942; ARMQC_02797943-971; ARMQC_02797972-982; ARMQC_02797983-984; ARMQC_02797985-986; ARMQC_02797987-996; ARMQC_02797997-032; ARMQC_02798033-034; ARMQC_02798035-039; ARMQC_02798040-056; production dates per Counsel.

⁹

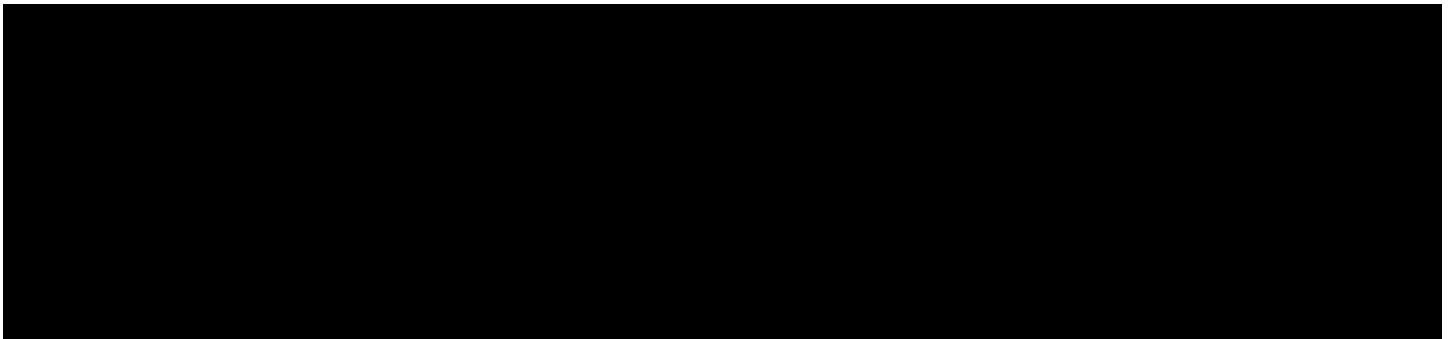
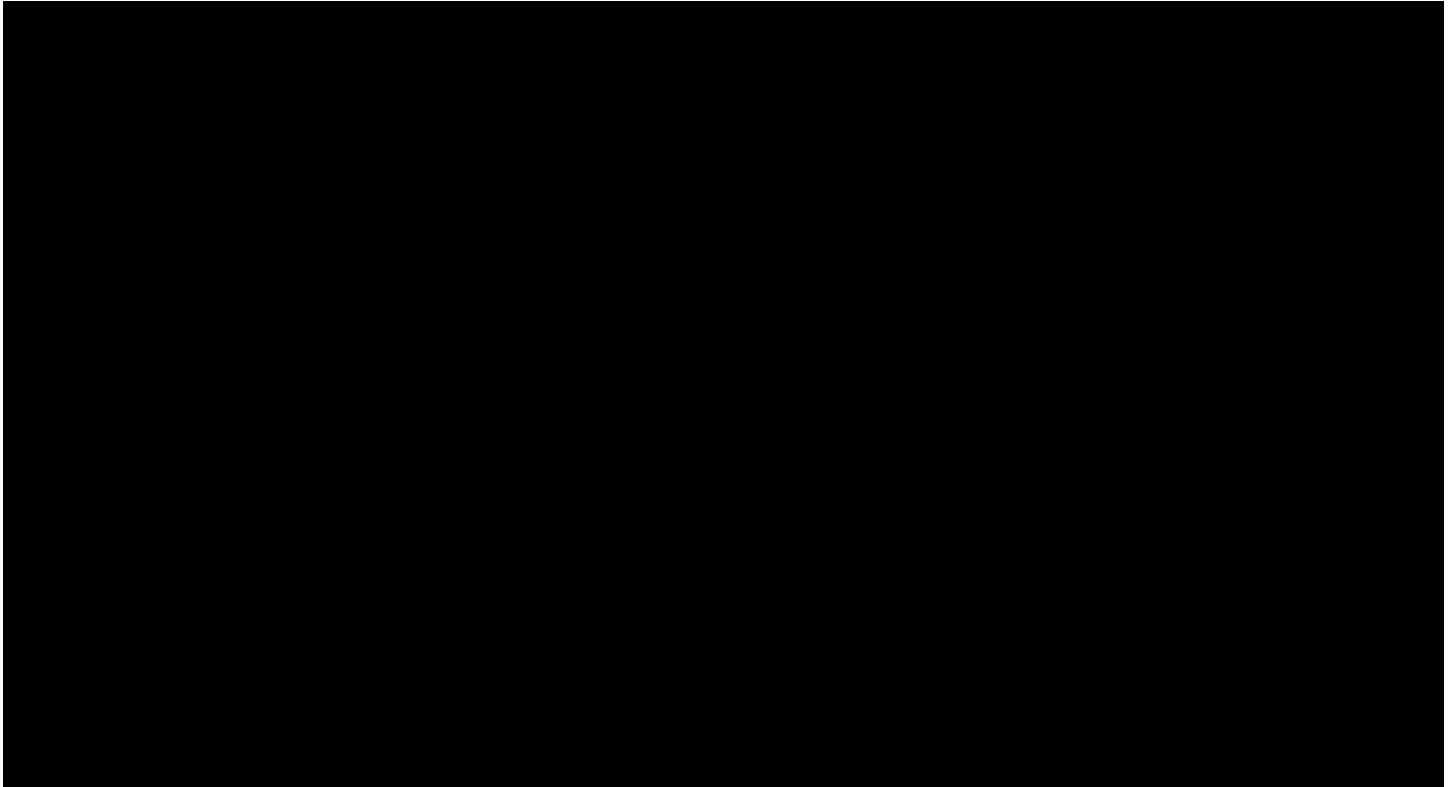
[REDACTED]

ARMQC_02797987-996 at '990.

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A. Royalty Rates for [REDACTED] in the Newly Produced Arm Agreements

7. In the figure below, I indicate which of the relevant Arm Implementation Cores are licensed in each of Arm's third-party agreements that I have been able to preliminarily review.



¹⁰ Schedule 6-Supplemental.

¹¹ [REDACTED]. See ARMQC_02779412-432, ARMQC_02783512-532, ARMQC_02789005-047, ARMQC_02789048-068, ARMQC_02789069-070, ARMQC_02789071-073, ARMQC_02789074-076, and ARMQC_02789077-081. [REDACTED]
[REDACTED] See ARMQC_02779269-313 at '269. I

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[REDACTED]

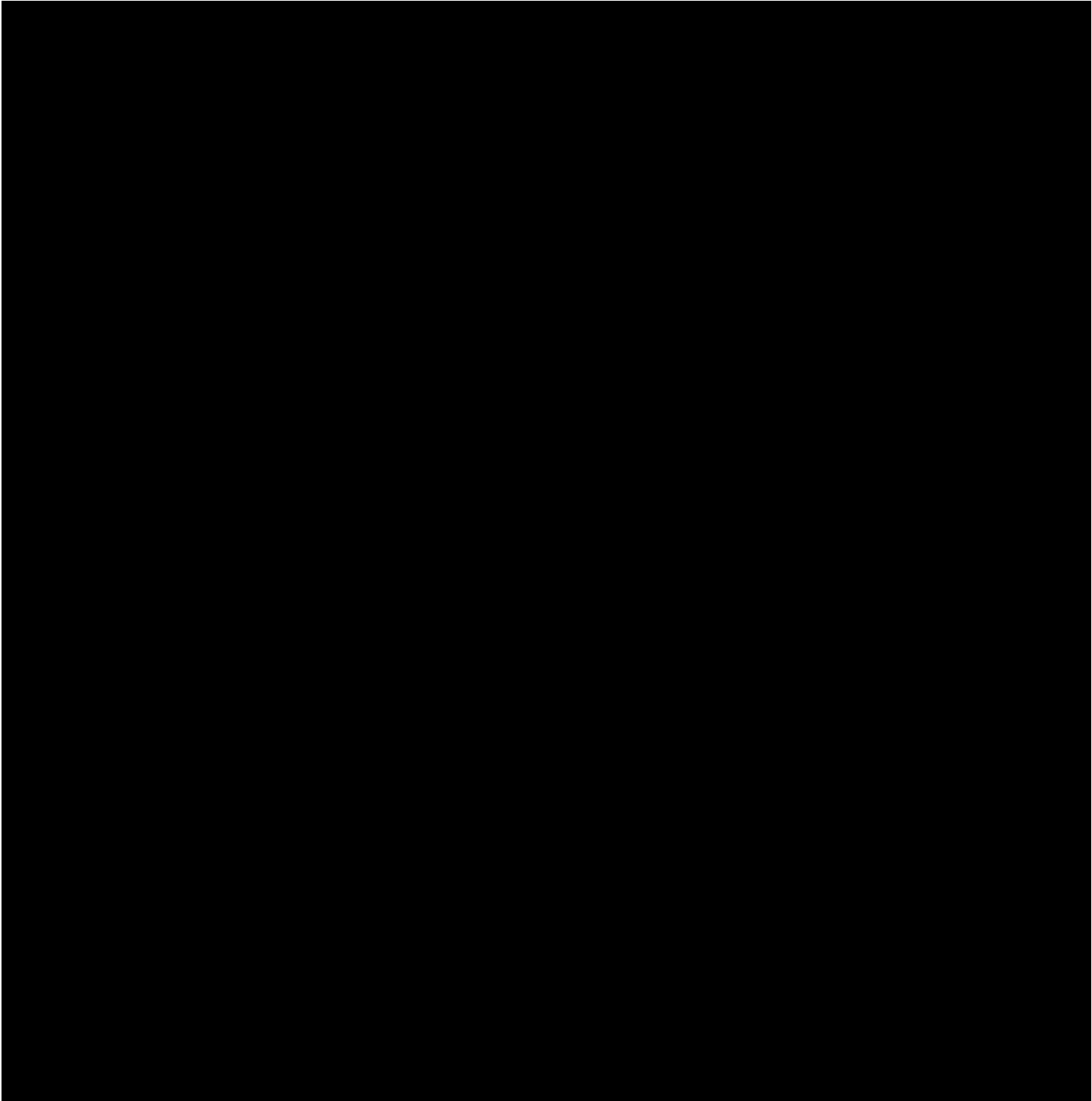
Opening Report. I supplement that analysis here with the additional licenses produced by Arm on September 4, 2025 and September 11, 2025. I note that Arm has still not produced its agreement with [REDACTED], which Arm contends was used as the basis for [REDACTED] for [REDACTED].¹² As noted in the Kennedy Opening Report, I do not contend that this analysis represents a complete analysis of Arm's agreements with third parties discussed herein. As described above, I reserve the right to, and intend to, supplement my report after my complete review of Arm's third-party agreements produced after the date of the Kennedy Opening Report, as well as if/when any additional agreements and/or supporting documentation are produced and/or any Arm fact witness provides testimony after the date of this reply report regarding any of these agreements.

9. In the figures below, I compare the [REDACTED] [REDACTED]

[REDACTED] to the various agreements produced by Arm.

[REDACTED] See ARMQC_02789069-070, ARMQC_02789077-081, and ARMQC_02783619-730 at '623-'628.
¹² Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61.

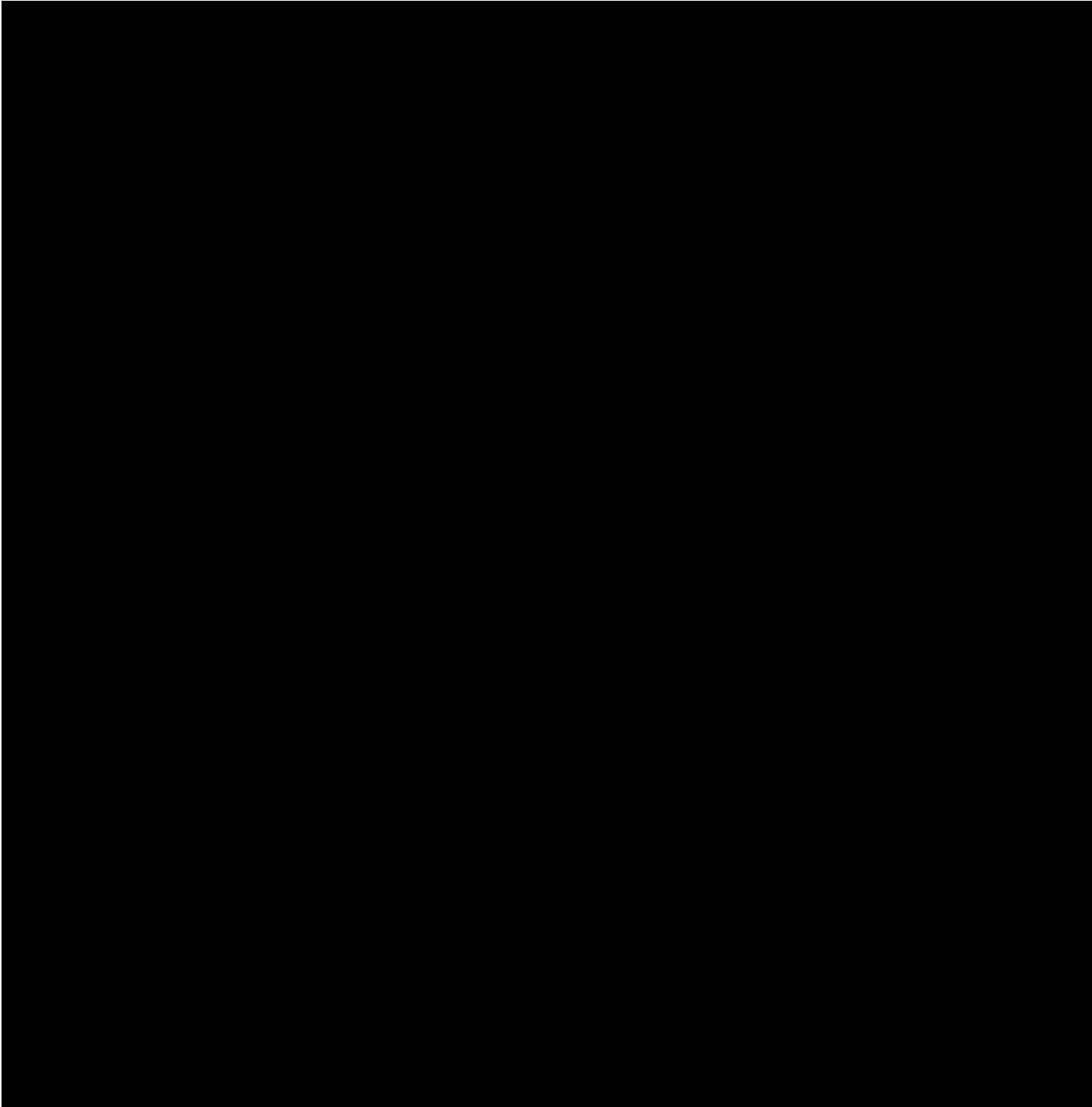
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¹³ Schedule 6-Supplemental; QCVARM_0616967-969 at '968. I note that royalty rate percentages for

¹⁴ Schedule 6-Supplemental; QCVARM_0616967-969 at '968.

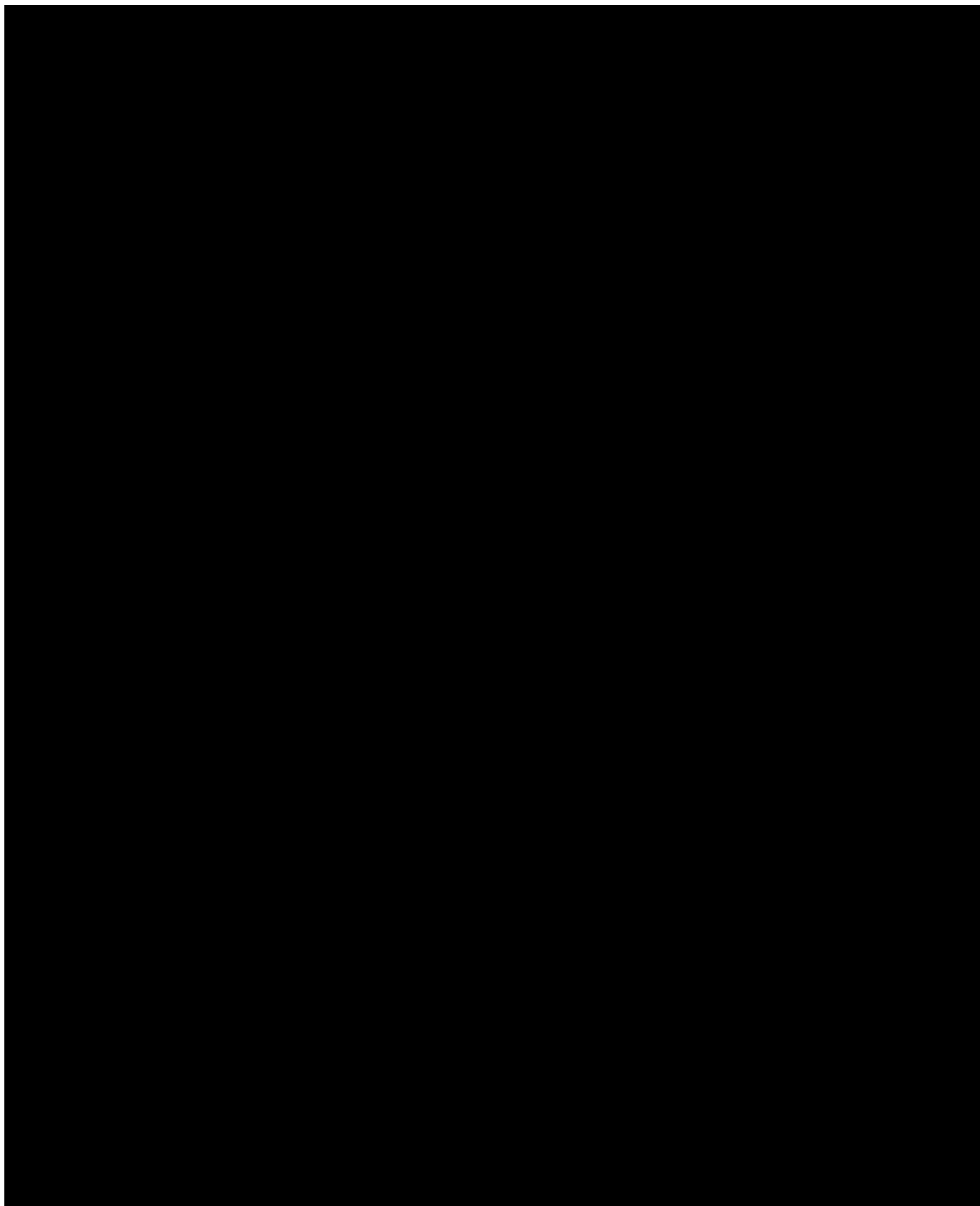
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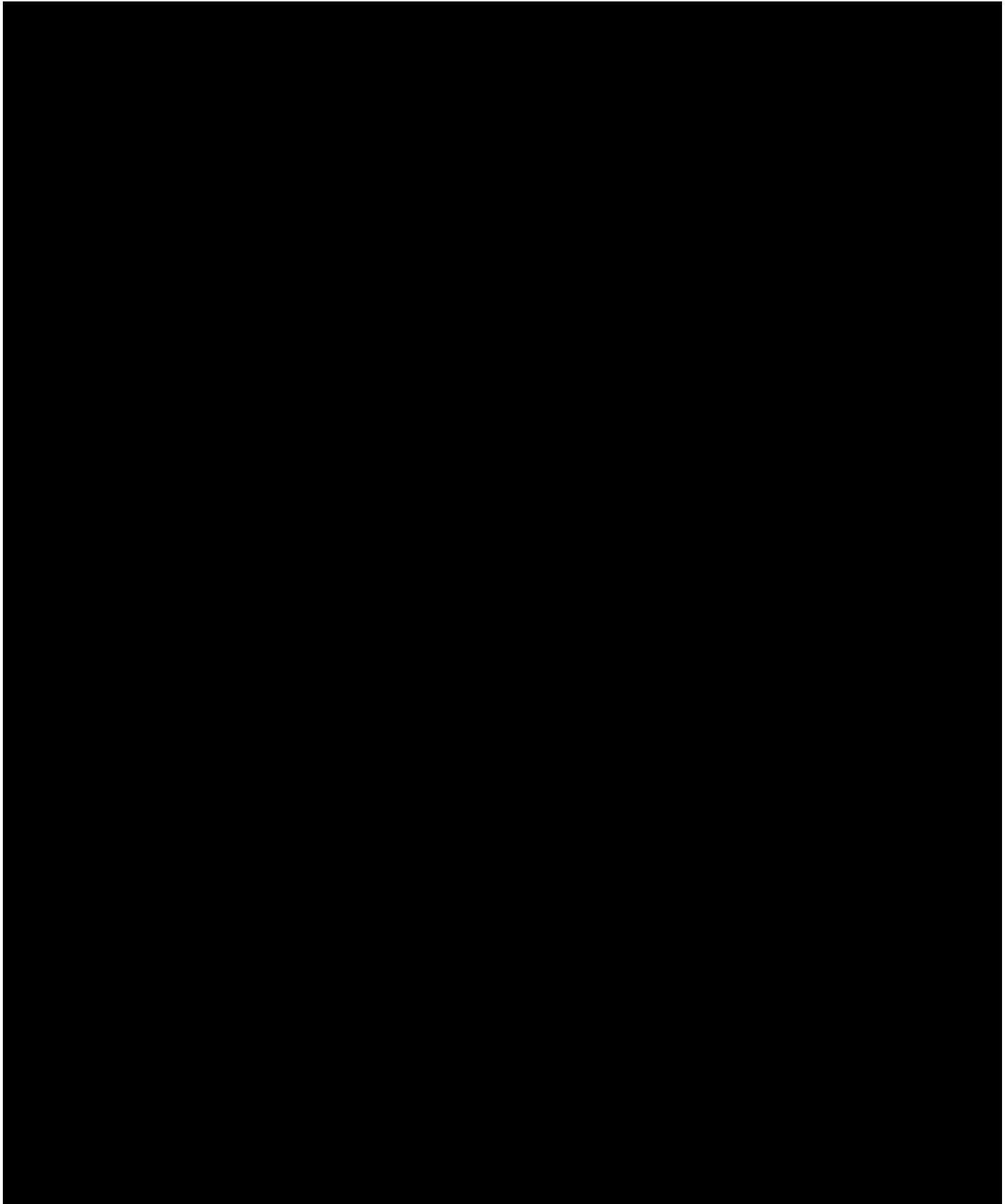
¹⁵ Schedule 6-Supplemental; QCVARM_0616967-969 at '968.

¹⁶ Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61.

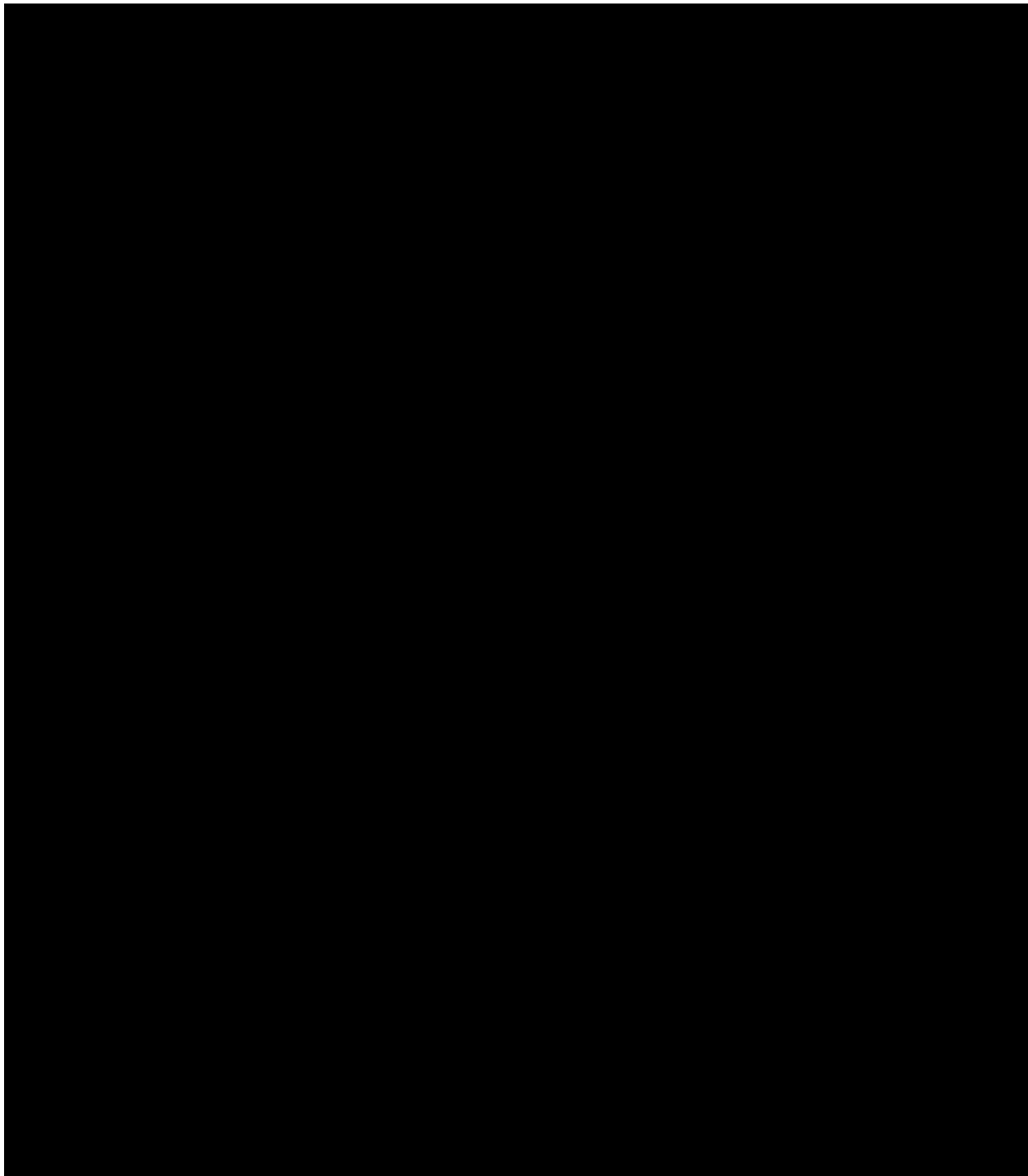
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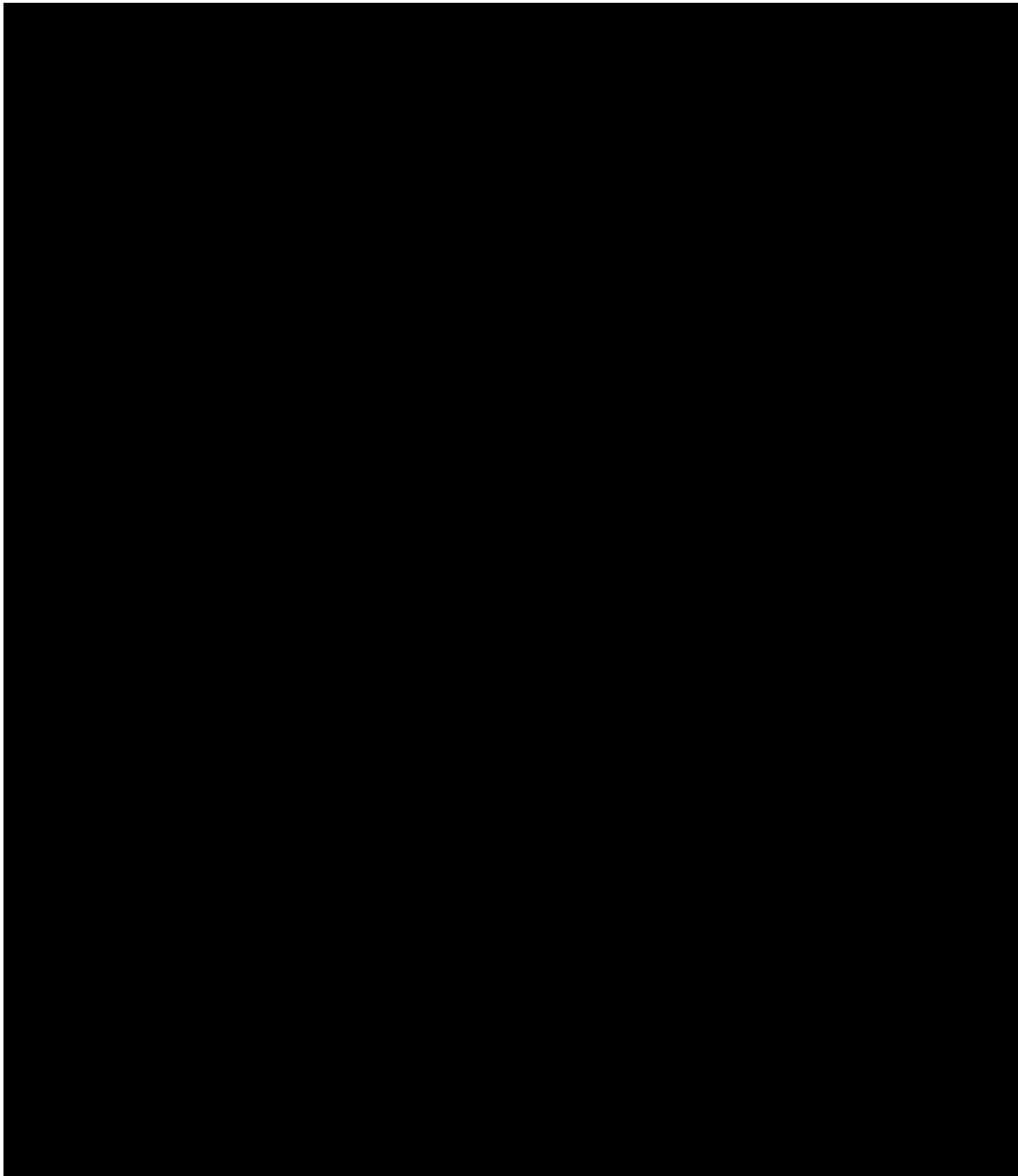
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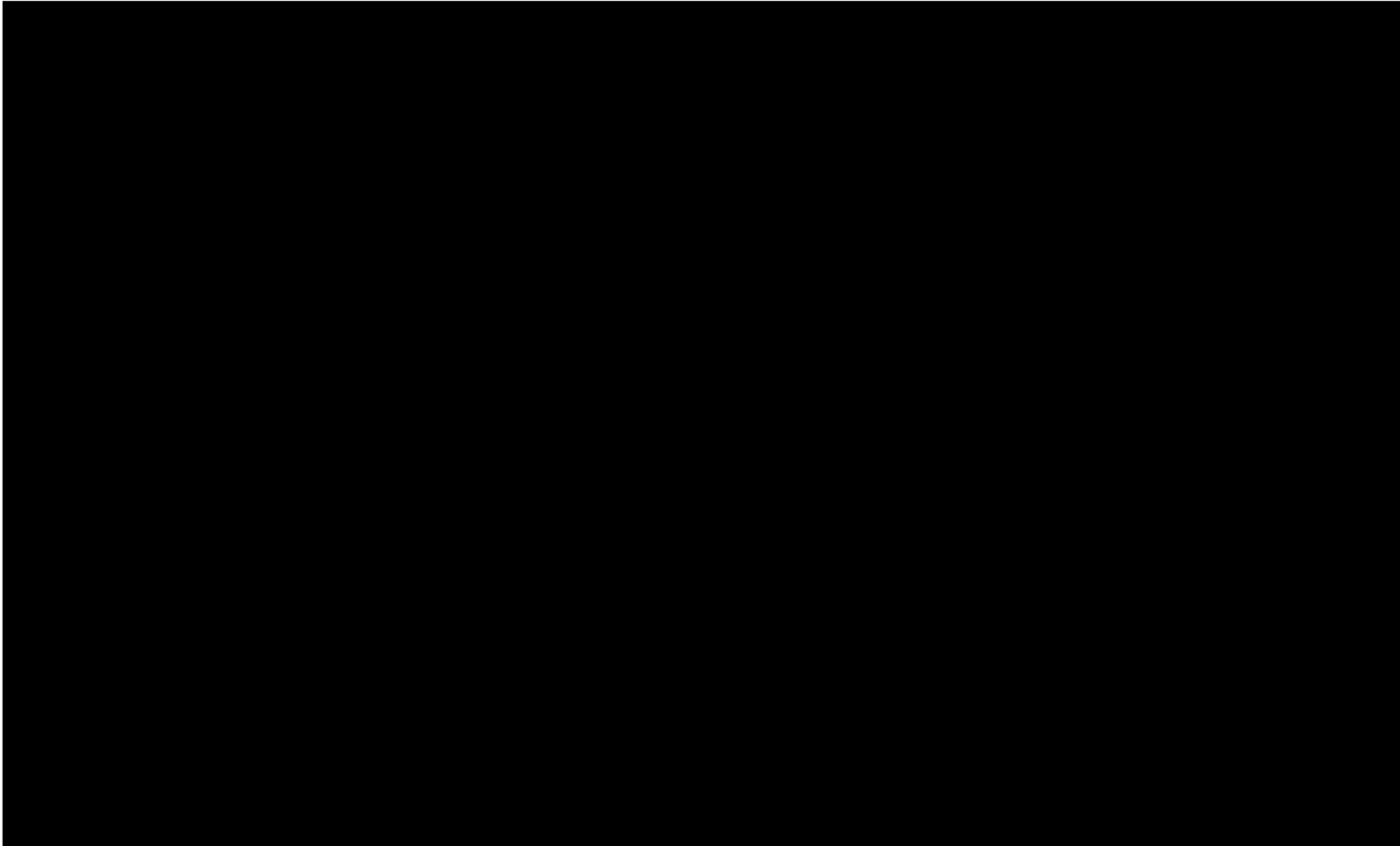
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IV. SUMMARY OF THE BRITVEN REPORT

18. As discussed above, on September 5, 2025, Mr. Britven issued an expert report, rebutting the Kennedy Opening Report. In the following sections, I provide a summary of the sections of the Britven Report that are relevant to my reply opinions.

⁴³ ARMQC_02783619-730 at '625-627. I do not have enough information to determine if/when [REDACTED] shifted from being included in the Advanced package variant to the Regular package variant. Because [REDACTED] was included in the Regular package variant as of [REDACTED], I do not see an economic basis for the increase in the offered price for [REDACTED] reflected in the [REDACTED] given the maturity of this IP.

⁴⁴ Kennedy Opening Report, p. 30.

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A. Arm's [REDACTED]

i. Mr. Britven's Understanding of Arm's [REDACTED]
[REDACTED]

[REDACTED].⁴⁵ I note that Mr. Britven's understanding of Arm's [REDACTED] is based on an interrogatory response, deposition testimony, and interviews of the following Arm personnel:

- Akshay Bhatnagar, Senior Manager of North America Licensing⁴⁶
- Jeffrey Fonseca, Director and Partner Manager, Sales⁴⁷
- Karthik Shivashankar, Senior Director of Commercial Strategy and Licensing⁴⁸
- Ehab Youssef, Vice President and Deputy General of Licensing, Legal Ops, and Trade Compliance⁴⁹

20. Outside of the deposition testimony and interrogatory response, the only documents cited in Mr. Britven's description of his understanding of Arm's [REDACTED] are Arm licenses with third parties, [REDACTED], and public websites about Qualcomm's and [REDACTED] businesses.⁵⁰ He does not identify any Arm [REDACTED],

⁴⁵ Britven Report, pp. 34-35.

⁴⁶ Deposition of Akshay Bhatnagar, July 10, 2025, p. 8.

⁴⁷ 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 11.

⁴⁸ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, p. 20.

⁴⁹ Deposition of Ehab Youssef, June 26, 2025, p. 20.

⁵⁰ Britven Report, pp. 34-38.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23. As noted above, Mr. Britven's report does not reference any Arm documents,

[REDACTED]

[REDACTED] "55

⁵¹ Britven Report, pp. 34-35.

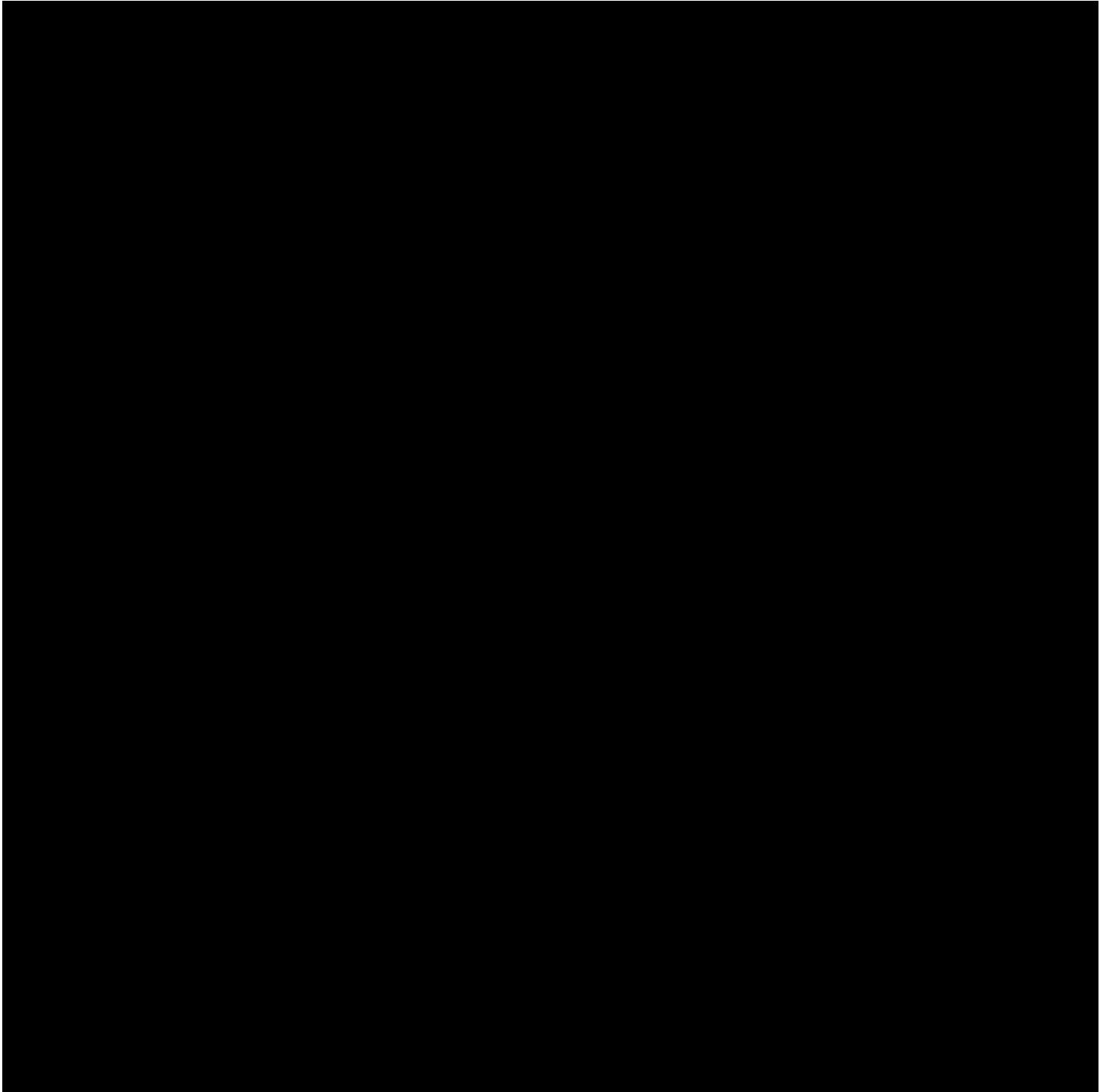
⁵² Britven Report, p. 37.

⁵³ Britven Report, pp. 35, 37.

⁵⁴ Britven Report, p. 35.

⁵⁵ Britven Report, p. 35.

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⁵⁶ Britven Report, p. 36.
⁵⁷ Britven Report, p. 35-36.
⁵⁸ Britven Report, pp. 36, 68.
⁵⁹ Britven Report, p. 37.
⁶⁰ Britven Report, p. 37.
⁶¹ Britven Report, p. 37.

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29. Mr. Britven ultimately opines that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] "67

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁶⁶ Britven Report, pp. 61-69.

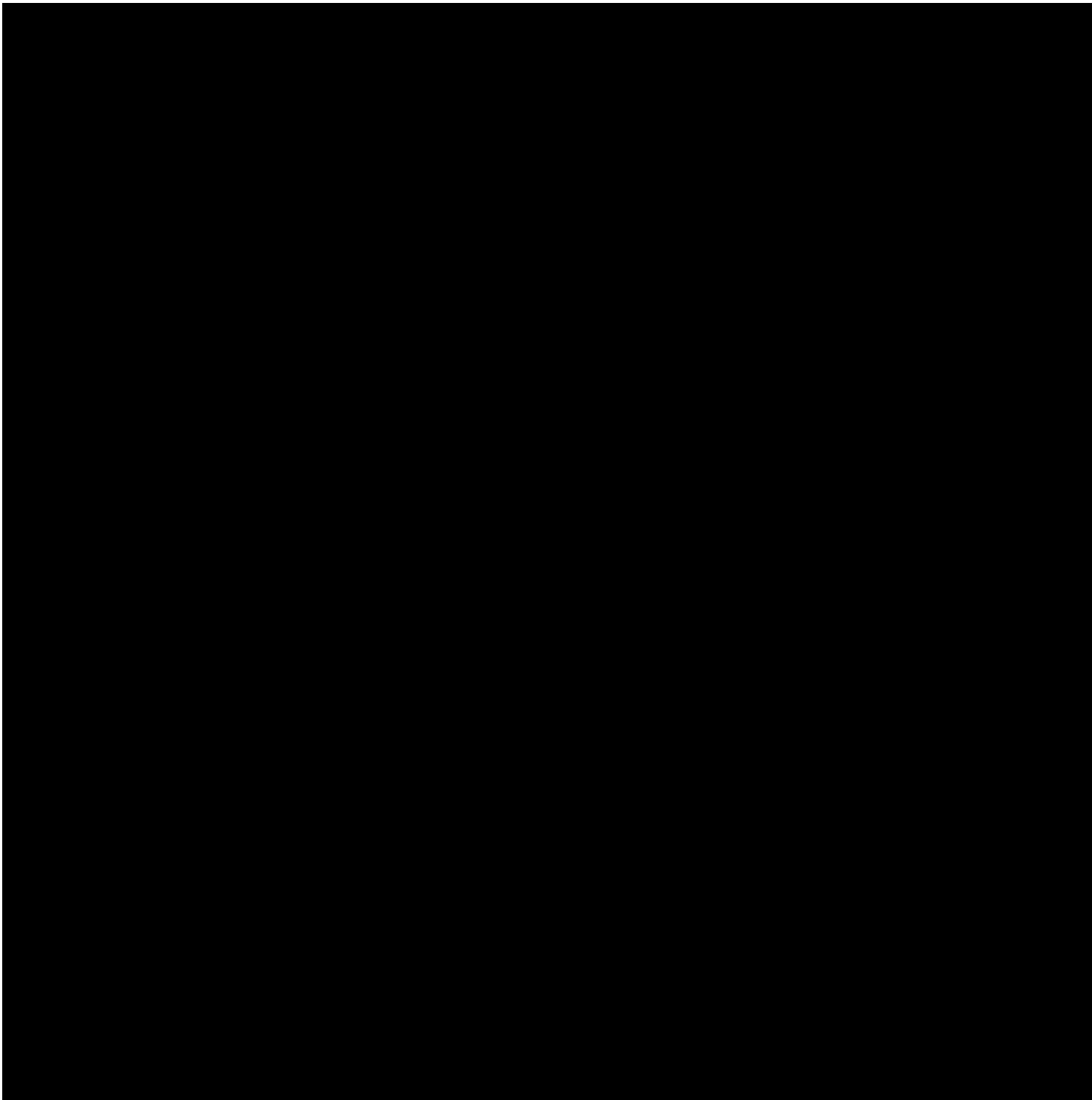
⁶⁷ Britven Report, p. 39.

⁶⁸ Britven Report, p. 67.

⁶⁹ Britven Report, p. 67.

⁷⁰ Britven Report, pp. 67-68.

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- ⁷¹ Britven Report, p. 68.
⁷² Britven Report, p. 68.
⁷³ Britven Report, p. 69.
⁷⁴ Britven Report, p. 69.
⁷⁵ Britven Report, pp. 68-69.
⁷⁶ Britven Report, p. 70 (emphasis in original).

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- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

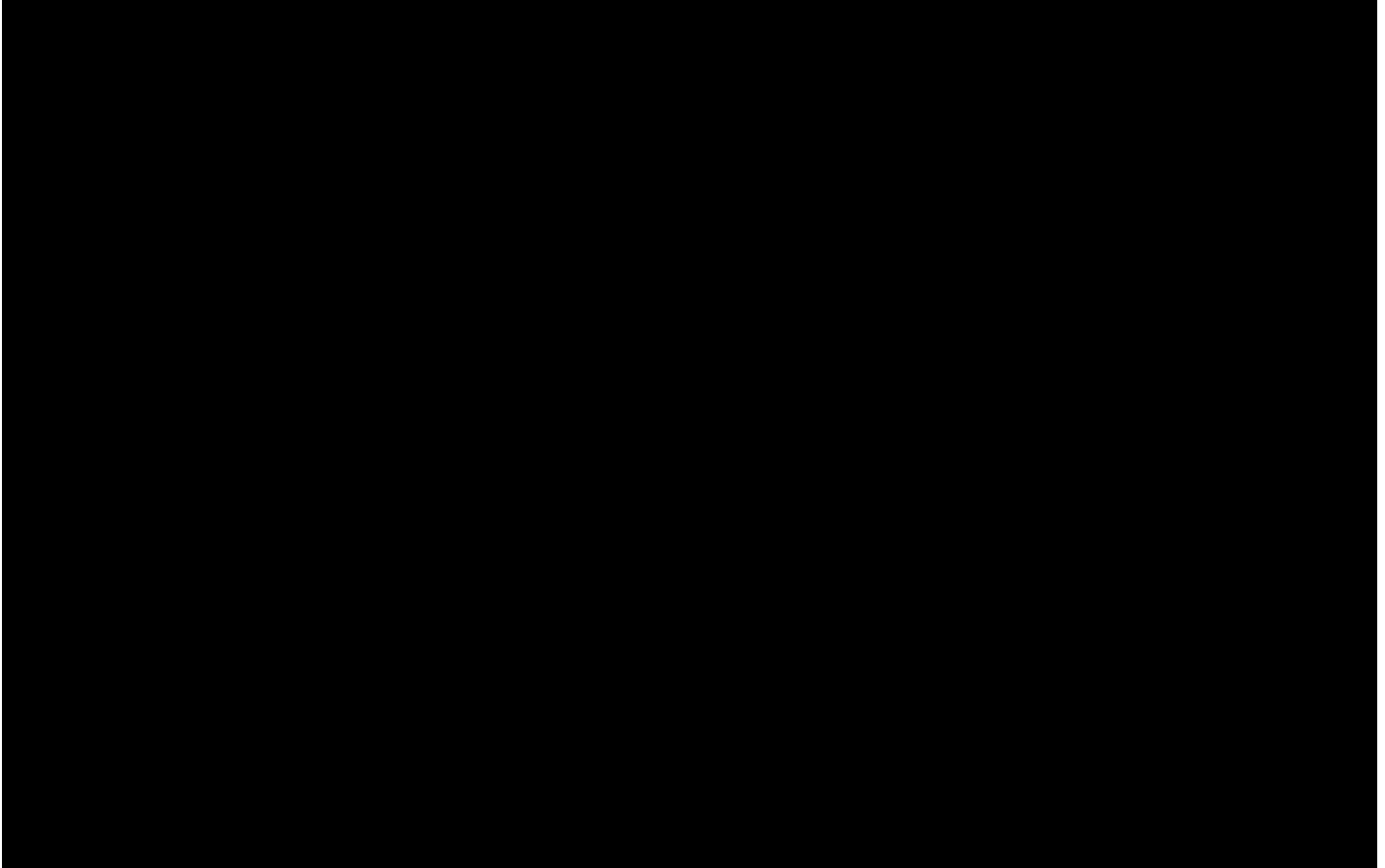
iii. Mr. Britven's Opinion that Certain Benchmarks Are Not Relevant Under

[REDACTED]

⁷⁷ Britven Report, pp. 72-73.

⁷⁸ Britven Report, p. 73.

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**iv. Mr. Britven’s Opinion that the Kennedy Opening Report Analysis of
Third-Party Agreements Is Incomplete**

36. Mr. Britven claims that the analysis of third-party agreements with respect to determining a [REDACTED] in the Kennedy Opening Report is “incomplete” based on “Arm’s

⁷⁹ Britven Report, p. 73.

⁸⁰ Britven Report, pp. 73-74.

⁸¹ Britven Report, pp. 74-75.

⁸² Britven Report, p. 75.

⁸³ Britven Report, p. 76.

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[REDACTED]⁸⁴ Mr. Britven claims that the
[REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

37. Ultimately, Mr. Britven opines that “the Kennedy Report (while recognizing its own analysis to be incomplete) fails to show that [REDACTED]

B. Mr. Britven’s Analysis of Alleged Overpayment for At-Issue Peripheral IP

38. Mr. Britven opines that Arm’s [REDACTED] for the Peripheral IP were commercially reasonable, and that Qualcomm did not incur any overpayment

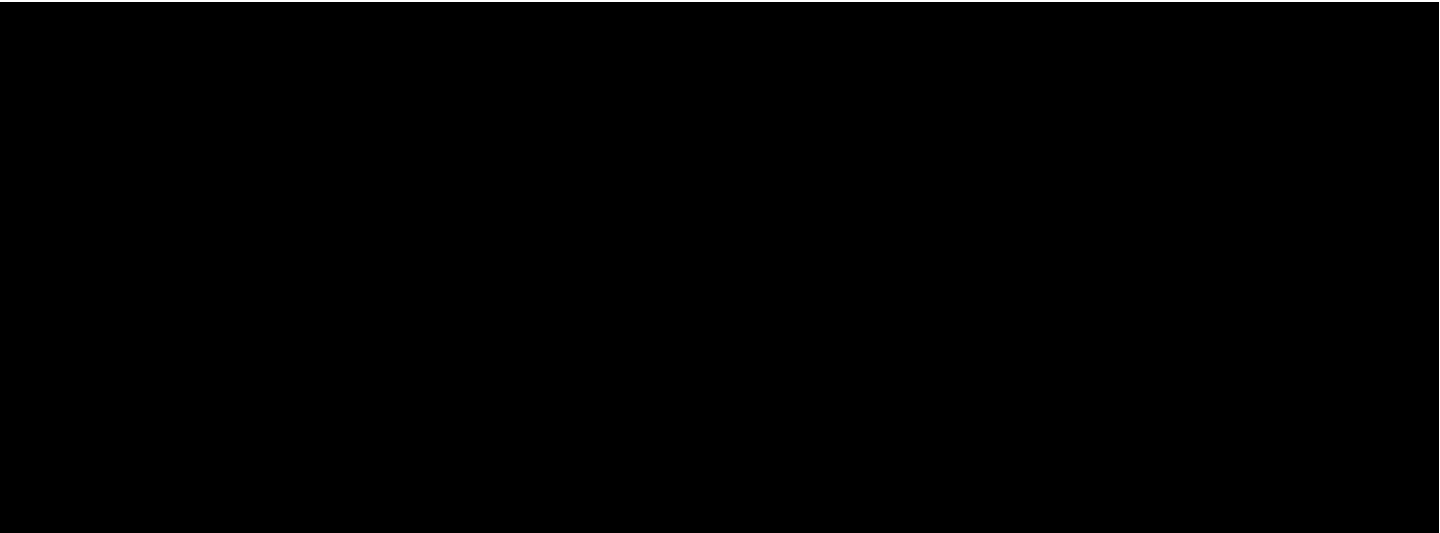
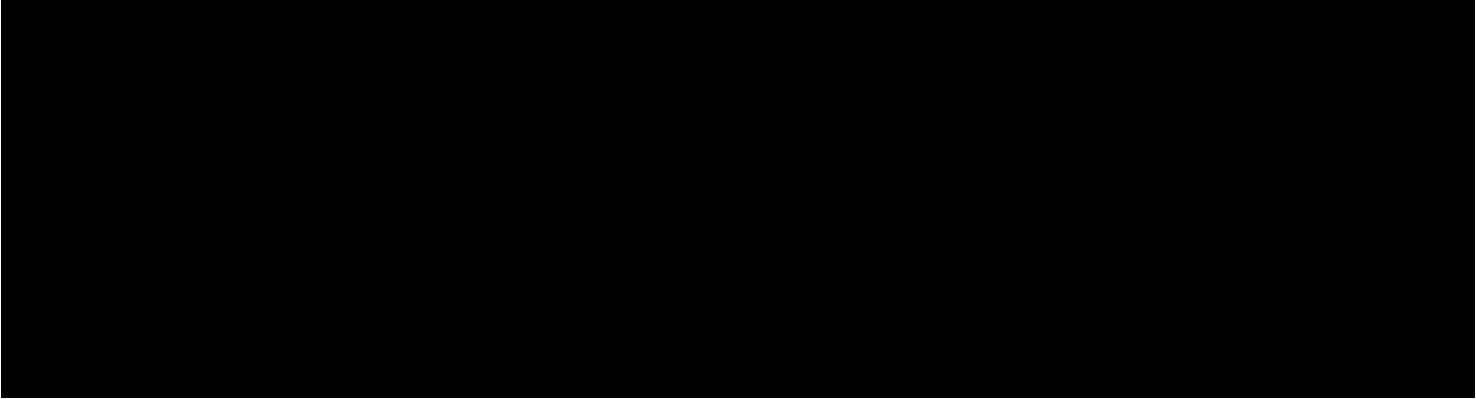
⁸⁴ Britven Report, pp. 79-80.

⁸⁵ [REDACTED]

Britven Report, pp. 39-40.
⁸⁶ Britven Report, pp. 79-80 (emphasis omitted).

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for Arm technology.⁸⁷ Specifically, Mr. Britven claims that “the evidence indicates that Qualcomm itself did not object to Arm’s offer and determined it could ‘absorb’ the price increase. The fact that Qualcomm now claims in hindsight several million dollars in damages for an offer that it accepted and paid undermines the notion that it was ‘harmed’ or suffered ‘damages’ as a result of Arm’s offer.”⁸⁸ Mr. Britven opines that this evidence “indicates that the prices Qualcomm paid for the Peripheral IP at Issue were reasonable” and therefore, “[i]n the event the trier-of-fact agrees, damages under this cause of action are zero.”⁸⁹



⁸⁷ Britven Report, pp. 87-88.

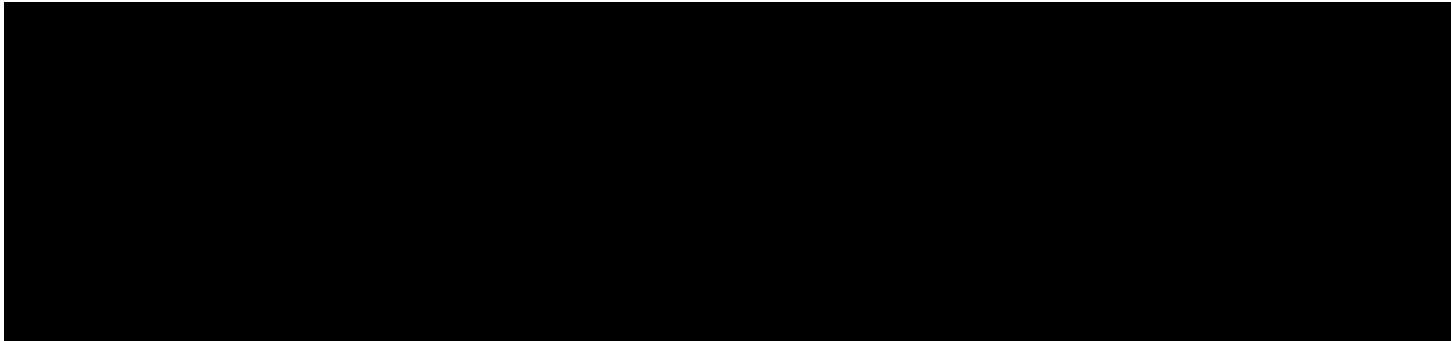
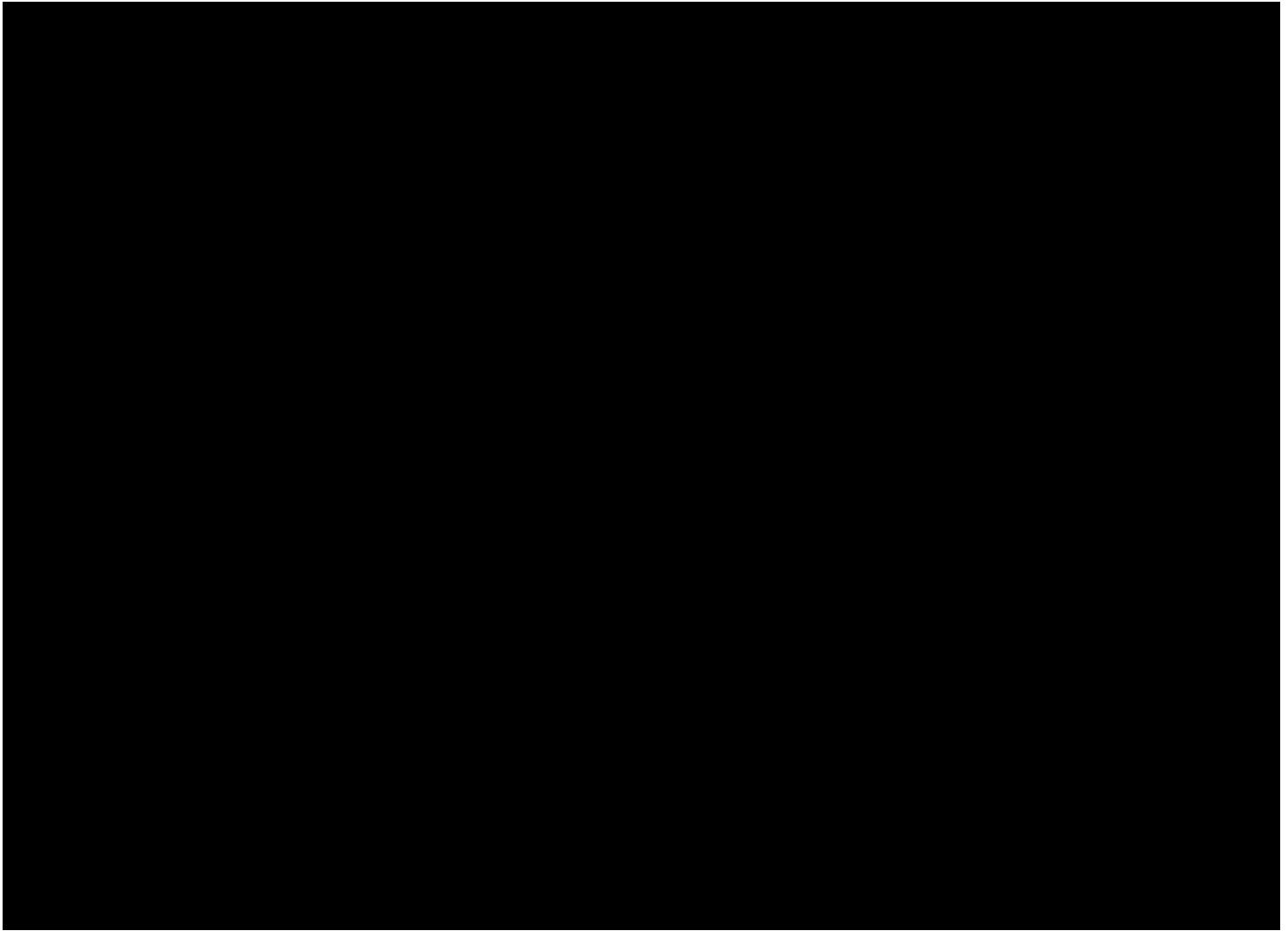
⁸⁸ Britven Report, pp. 87-88.

⁸⁹ Britven Report, p. 88.

⁹⁰ Britven Report, pp. 84-85.

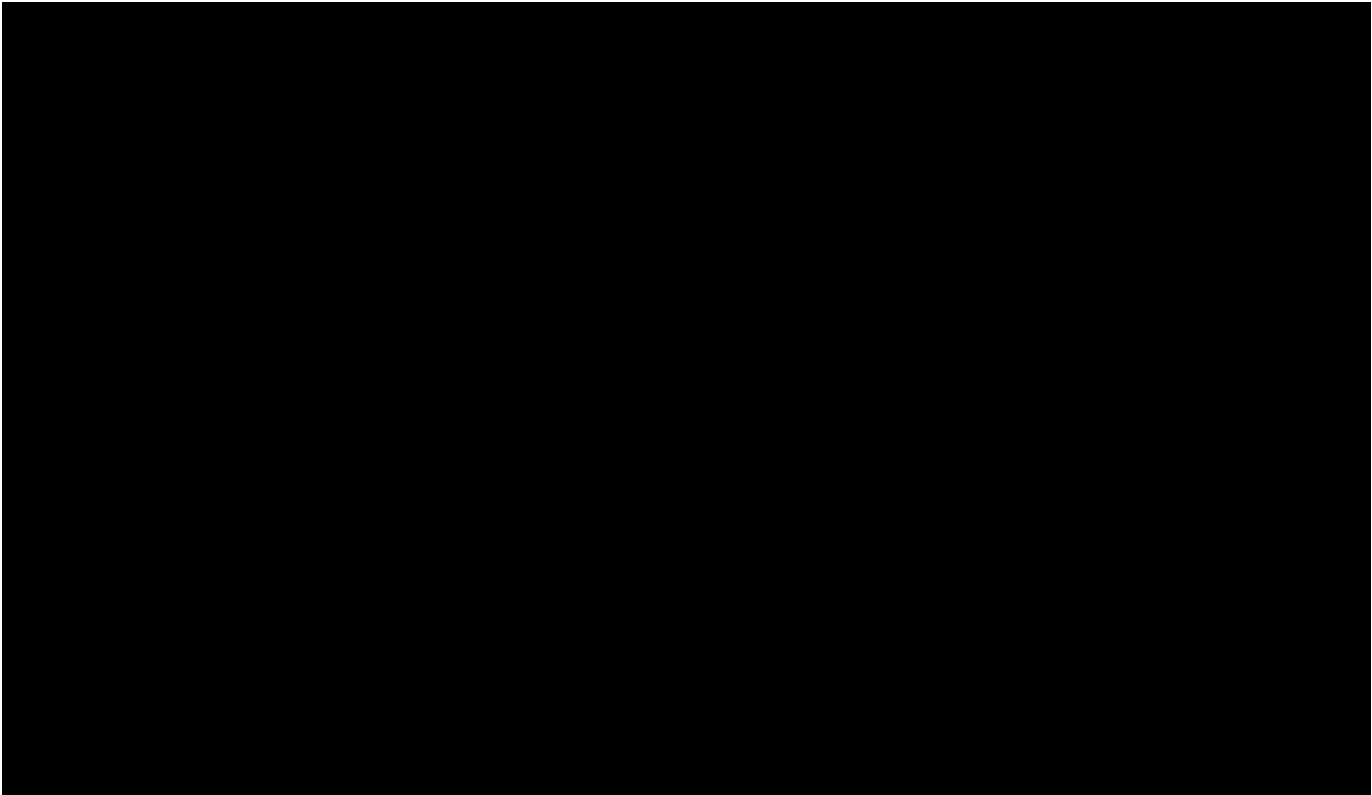
⁹¹ Britven Report, pp. 84-85.

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⁹² Britven Report, p. 85.
⁹³ Britven Report, p. 85.
⁹⁴ Britven Report, p. 85.
⁹⁵ Britven Report, pp. 86-87.
⁹⁶ Britven Report, pp. 86-87.
⁹⁷ Britven Report, p. 99.

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V. SUMMARY OF RELEVANT OPINIONS IN THE SIMCOE REPORT

44. [REDACTED]

[REDACTED] Mr. Simcoe opines that I provide no evidence that Qualcomm has suffered harm from Arm's alleged anticompetitive conduct.¹⁰³ Specifically, Mr. Simcoe states "Dr. Kennedy merely compares the term sheets before and after the Breach Letter and, as he himself acknowledges, his analysis does not causally link the changes in the terms to Arm's allegedly

⁹⁸ Britven Report, p. 96.

⁹⁹ Britven Report, p. 99.

¹⁰⁰ Britven Report, p. 96.

¹⁰¹ Britven Report, p. 96.

¹⁰² Britven Report, p. 99.

¹⁰³ Simcoe Report, p. 13.

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anticompetitive conduct.”¹⁰⁴ Mr. Simcoe further notes that I did not “construct a but-for world or provide any evidence based on market prices or terms and conditions for an actual license.”¹⁰⁵

45. Mr. Simcoe argues that “there is no real-world compelling evidence of harm to Qualcomm. Qualcomm has continued to grow and experience strong financial performance since its acquisition of Nuvia in March 2021 and public awareness of the lawsuit in August 2022, and it forecasts strong financial performance going forward.”¹⁰⁶ Mr. Simcoe highlights Qualcomm’s growth in revenue and operating profit from [REDACTED] and Qualcomm’s forecasted increases in revenue to support his claim that “Qualcomm’s success in the marketplace undermines its claim that it was ‘harmed’ by Arm’s communications with its customers.”¹⁰⁷

VI. REPLY OPINIONS REGARDING THE BRITVEN REPORT¹⁰⁸

A. Reply to Mr. Britven’s Analysis of [REDACTED]

[REDACTED]

**Mr. Britven’s opinions regarding [REDACTED]
[REDACTED] are irrelevant**

46. In his report, Mr. Britven claims [REDACTED]
[REDACTED].¹⁰⁹

However, such an analysis is irrelevant, as it is disconnected from Qualcomm’s claims in this matter. Qualcomm claims that Arm’s [REDACTED] for [REDACTED] does

¹⁰⁴ Simcoe Report, pp. 48, 65.

¹⁰⁵ Simcoe Report, p. 49.

¹⁰⁶ Simcoe Report, p. 48.

¹⁰⁷ Simcoe Report, pp. 49-54.

¹⁰⁸ To the extent that I do not explicitly address or rebut a particular, assumption, analysis, or opinion in Mr. Britven’s report, such omission should not be interpreted as agreement or acceptance of that point.

¹⁰⁹ Britven Report, p. 29.

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not meet specific contractual provisions regarding [REDACTED], as outlined in [REDACTED] of the Qualcomm TLA.¹¹⁰ As such, Mr. Britven's opinions about "[REDACTED]" do not directly address Qualcomm's claims in this litigation related to [REDACTED] the Qualcomm TLA.

47. The issue is not whether Arm "[REDACTED]," as suggested by Mr. Britven. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

¹¹⁰ Second Amended Complaint, pp. 37-38, 52-53, 62-63; QCARM_0343533-587 at '545-546.

¹¹¹ Second Amended Complaint, pp. 37-38, 52-53, 62-63.

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ii. Mr. Britven's opinion that Arm [REDACTED]

a. Mr. Britven does not cite to any documents showing how Arm [REDACTED]

48. Throughout his report, Mr. Britven references [REDACTED]

[REDACTED] Despite his references to this [REDACTED], Mr. Britven's report cites to no documents showing any [REDACTED]

[REDACTED]. Instead, Mr. Britven simply cites to Arm's interrogatory response and the depositions of and conversations with Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef.¹¹³

49. Arm's interrogatory response does not cite any produced document showing the [REDACTED]

¹¹² Britven Report, p. 35.

¹¹³ Britven Report, pp. 37-38. See also Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61; Deposition of Ehab Youssef, June 26, 2025, pp. 68-71.

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[REDACTED]

[REDACTED]

50. Mr. Britven relied on Arm deposition testimony regarding [REDACTED]

[REDACTED]

[REDACTED]. Specifically, Mr. Bhatnagar testified that he [REDACTED]

[REDACTED], which Qualcomm's counsel has requested from Arm.¹¹⁵ I understand from Qualcomm's counsel that as of the date of this report, Arm has not produced the requested document. [REDACTED]

[REDACTED]. In contrast, Mr. Britven suggests that Arm [REDACTED] that is not evident in any documentation. Therefore, as a threshold matter, Mr. Britven opines on the [REDACTED]

[REDACTED]. His characterization of Arm's [REDACTED] remains undocumented, unsupported, and in contradiction with Arm deposition testimony.

b. Deposition testimony and Arm's interrogatory response contradict Mr. Britven's description of [REDACTED]

[REDACTED]

51. Mr. Britven's description of the purported [REDACTED]

[REDACTED]

[REDACTED] is based primarily on an interview or interviews Mr. Britven had with Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef.¹¹⁶ I understand that each of these individuals were also deposed in this matter, and asked questions regarding Arm's [REDACTED]

¹¹⁴ Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61.

¹¹⁵ Deposition of Akshay Bhatnagar, July 10, 2025, p. 45.

¹¹⁶ Britven Report, pp. 34-38.

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[REDACTED].¹¹⁷ Certain parts of Mr. Britven's description of [REDACTED] are inconsistent with this deposition testimony, particularly (1) Mr.

[REDACTED]

(i) Mr. Britven's list of [REDACTED]

[REDACTED]

53. Specifically, as support for this [REDACTED] Mr. Britven cites to an interview with Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef, and parts of Mr. Bhatnagar's testimony.¹¹⁹ However, the portions of Mr. Bhatnagar's testimony that Mr. Britven cites do not mention the [REDACTED] that Mr. Britven lists.¹²⁰ In other portions of Mr. Bhatnagar's testimony, Mr. Bhatnagar was asked for [REDACTED]

¹¹⁷ Deposition of Akshay Bhatnagar, July 10, 2025; 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025; Deposition of Ehab Youssef, June 26, 2025.

¹¹⁸ Britven Report, pp. 34-35.

¹¹⁹ Britven Report, pp. 34-35.

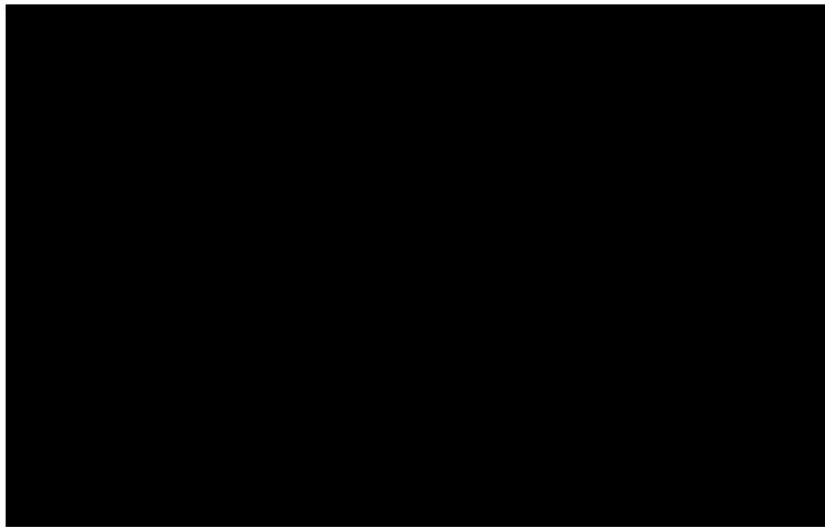
¹²⁰ Britven Report, pp. 34-35; Deposition of Akshay Bhatnagar, July 10, 2025, pp. 42-43.

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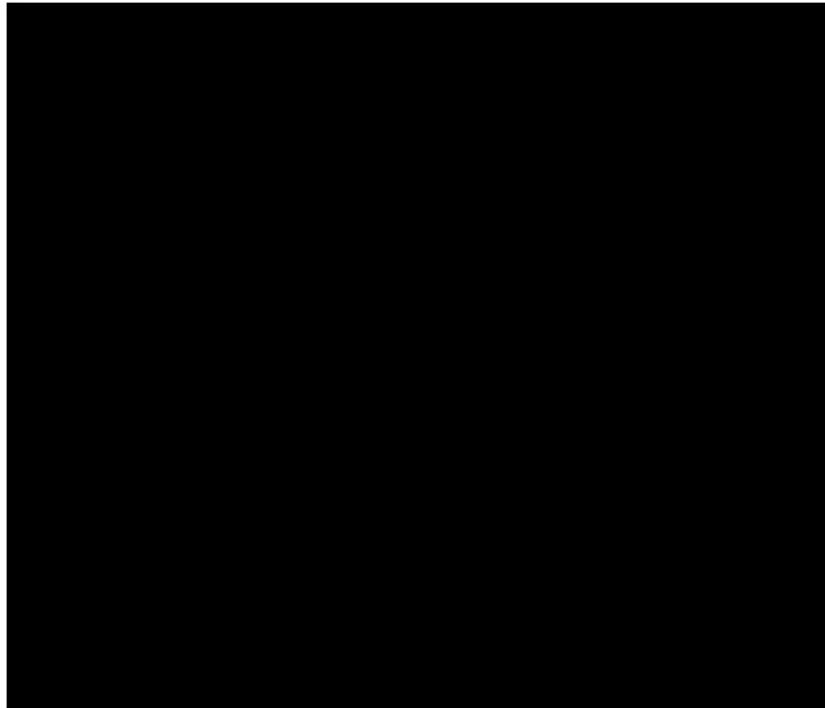
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55. Mr. Shivashankar also testified that [REDACTED]

[REDACTED], other than [REDACTED]:¹²³



¹²³ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, pp. 86, 89-90.

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[REDACTED]

(ii) *Mr. Britven's claim that the [REDACTED]
[REDACTED] in addition to [REDACTED]*

57. Mr. Britven states in his report that [REDACTED]

[REDACTED] as

[REDACTED]¹²⁴ This claim, however, contradicts Arm's interrogatory response and the deposition testimony of Arm personnel. In its interrogatory response, Arm identifies [REDACTED] as the only third-party agreement upon which [REDACTED]

[REDACTED] stating that "[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

¹²⁴ Britven Report, p. 37.

¹²⁵ Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, p. 61.

¹²⁶ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, pp. 97-98.

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

58. Mr. Youssef testified that [REDACTED]

[REDACTED] Mr. Fonseca also testified that [REDACTED]

[REDACTED]¹²⁸ I note that

Mr. Bhatnagar testified that [REDACTED]

[REDACTED]

[REDACTED]¹²⁹

[REDACTED]

59. Mr. Britven's claim that [REDACTED]

[REDACTED]¹³⁰ is

contradicted by the testimony discussed above, which indicates that it was based only on

[REDACTED]

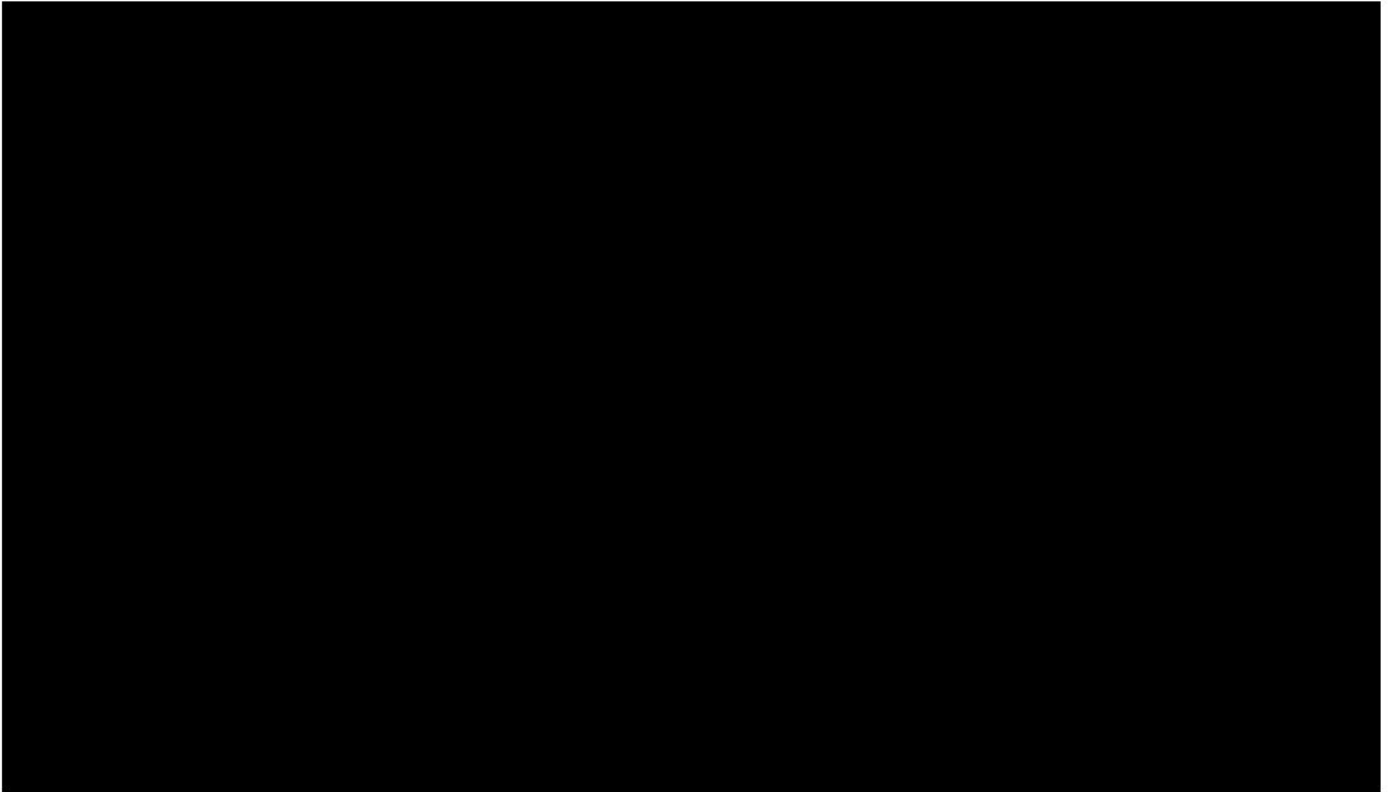
¹²⁷ Deposition of Ehab Youssef, June 26, 2025, pp. 68-72.

¹²⁸ 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 23.

¹²⁹ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 51-52.

¹³⁰ Britven Report, p. 37.

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61. In his deposition, Mr. Bhatnagar did not testify that [REDACTED]
[REDACTED] listed by Mr. Britven in his report,¹³⁴ contrary to Mr. Britven's
assertions. Specifically with respect to [REDACTED],
Mr. Bhatnagar testified that [REDACTED]
[REDACTED]
[REDACTED]⁵

[REDACTED]
[REDACTED]

¹³¹ Britven Report, p. 35.

¹³² Britven Report, p. 35, fn. 187.

¹³³ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, pp. 83, 114; Deposition of Ehab Youssef, June 26, 2025, pp. 62, 73.

¹³⁴ Britven Report, p. 35.

¹³⁵ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 34-36, 42-44, 47-48, 62, 82 (emphasis added).

STOUT RISIUS ROSS, LLC
HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

STOUT RISIUS ROSS, LLC
HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY

38

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c. Mr. Britven's claim that Qualcomm failed to provide "customer-provided information" despite Arm's requests is not supported

64. In his report, Mr. Britven claims that Qualcomm "failed to provide" certain information to Arm in connection with [REDACTED], such as

[REDACTED]

65. As a threshold matter, I am unaware of any evidence that Arm ever requested the [REDACTED] that Mr. Britven claims that Qualcomm failed to provide, and Mr. Britven cites to none.¹⁴¹ If anything, the communications between Arm and Qualcomm show Arm either delaying or ignoring [REDACTED]. Specifically, on April 3, 2024, Kurt Wolf, Director of Strategic Sourcing and Licensing at Qualcomm,¹⁴² [REDACTED] Email correspondence shows that Arm did not reply to Mr. Wolf's request for approximately one month, at which point

¹³⁷ Britven Report, p. 35, fn. 187.

¹³⁸ Britven Report, p. 31.

¹³⁹ Britven Report, p. 69.

¹⁴⁰ Britven Report, p. 32.

¹⁴¹ [REDACTED] See QCARM_0343533-587; ARMQC_02747848-867.

¹⁴² <<https://www.linkedin.com/in/siliconip/>>.

¹⁴³ QCVARM_0616935.

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Kristin Webster, Senior Director of Sales at Arm,¹⁴⁴ replied that [REDACTED]

[REDACTED]¹⁴⁵

66. It is unclear if the meeting in May occurred between Qualcomm and Arm, since email correspondence shows that Ms. Webster emailed Mr. Wolf on May 30, 2024 that she was

[REDACTED]¹⁴⁶ An email dated June 19, 2024 from Mr. Wolf to Arm indicates that Qualcomm was still waiting on a reply on [REDACTED]. Up through June 2024, email communications between Arm and Qualcomm indicate that Arm

[REDACTED]
[REDACTED].

67. As of late June or early July 2024, Will Abbey, Executive Vice President and Chief Commercial Officer at Arm,¹⁴⁸ provided Qualcomm the [REDACTED]

[REDACTED]
[REDACTED].¹⁴⁹ Email correspondence shows that Qualcomm noted [REDACTED] as part of its agenda during a meeting with Arm on August 22, 2024.¹⁵⁰ On September 20, 2024, Qualcomm provided written notice to Arm of its alleged breach of the Qualcomm TLA, including in relation to Qualcomm's [REDACTED] [REDACTED].¹⁵¹ In its letter, Qualcomm stated that Arm continually [REDACTED]
[REDACTED], even after Qualcomm had repeatedly followed up.¹⁵² Qualcomm provided a second written

¹⁴⁴ ARMQC_02784199-203 at '202.

¹⁴⁵ QCVARM_0604645-648 at '646.

¹⁴⁶ QCVARM_0618338-340 at '339.

¹⁴⁷ QCVARM_0618338-340 at '338.

¹⁴⁸ Deposition of Will Abbey, June 26, 2025, p. 8.

¹⁴⁹ QCVARM_0525344-353 at '350-351; see also ARMQC_02747993-998 at '993.

¹⁵⁰ QCVARM_0616975-976 at '975. Mr. Fonseca testified that Mr. Wolf made the request to extend the license for Yamin in Qualcomm's meeting with Arm on August 22, 2024. See 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, pp. 106-107.

¹⁵¹ QCVARM_0616952-954 at '953.

¹⁵² QCVARM_0616952-954 at '953.

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notice to Arm on September 27, 2024.¹⁵³ Arm sent a response letter to Qualcomm on October 23, 2024, in which Arm did not assert that Qualcomm [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED].¹⁵⁴ Qualcomm then received [REDACTED] [REDACTED]
[REDACTED] from Arm on [REDACTED].¹⁵⁵

68. Mr. Britven's assertion that Arm "was forced to make guesses" regarding Qualcomm's use of [REDACTED] also ignores the fact that Qualcomm has been an Arm licensee generally for [REDACTED] and is an existing licensee for [REDACTED] since 2019.¹⁵⁶ To the extent Arm lacked specific information from Qualcomm, I am unaware of anything that would have prevented Arm from [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED].^{157,158}

¹⁵³ QCVARM_0616952-954 at '952.

¹⁵⁴ QCVARM_1030813-814.

¹⁵⁵ QCVARM_0616967-969; QCVARM_1023587-588 at '588.

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iii. Mr. Britven's opinions ignore the language of [REDACTED] of the Qualcomm TLA

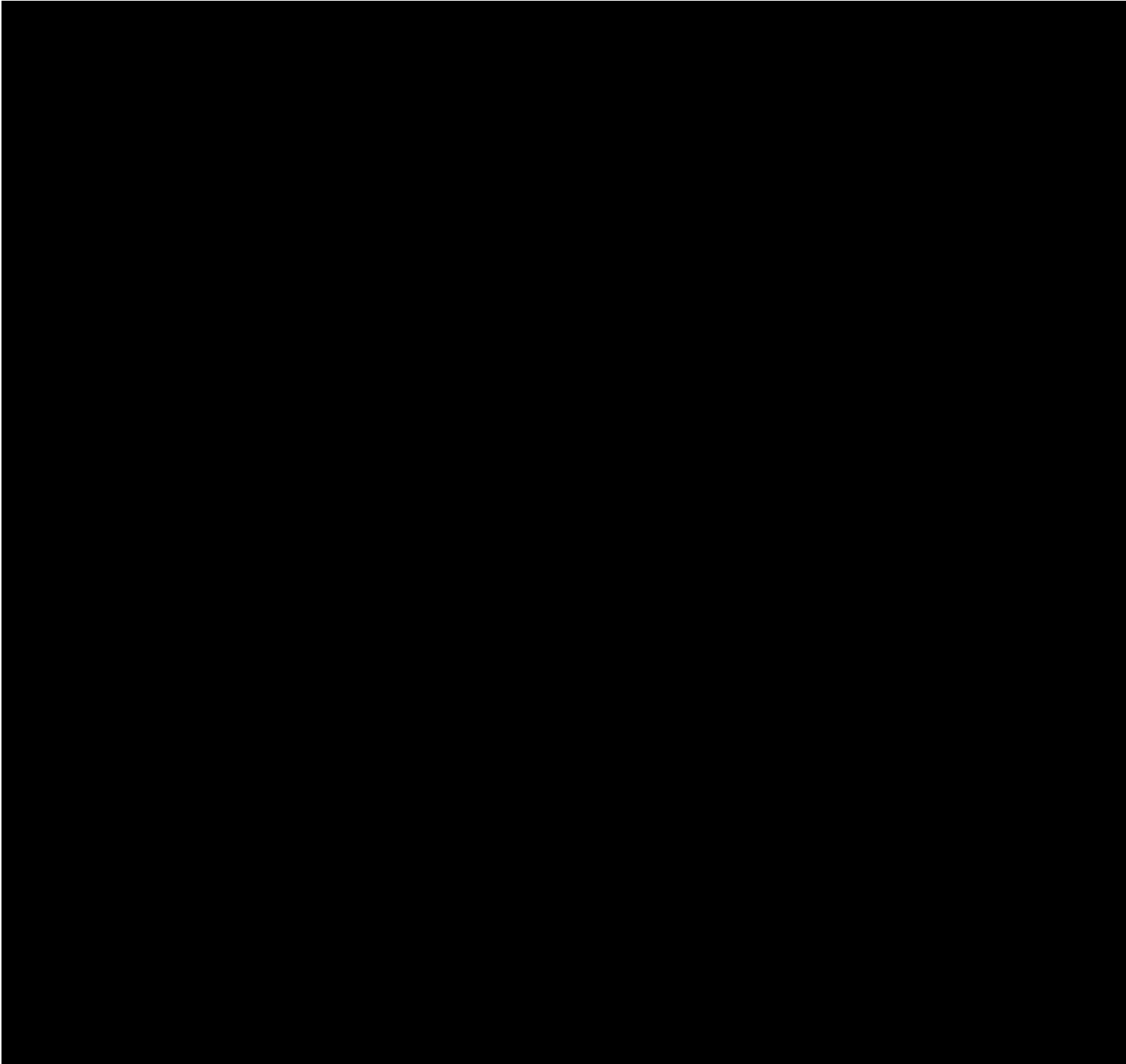


¹⁵⁹ Britven Report, p. 39.

■

¹⁶¹ QCARM_0343533-587 at '545.

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¹⁶² Britven Report, p. 37.

¹⁶³ Britven Report, pp. 35-37.

¹⁶⁴ Britven Report, p. 38. I note that Mr. Britven has performed no analysis to confirm Arm's contention; he merely restates Arm's allegation without providing any analysis or referencing evidence to support it.

¹⁶⁵ Britven Report, p. 37.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

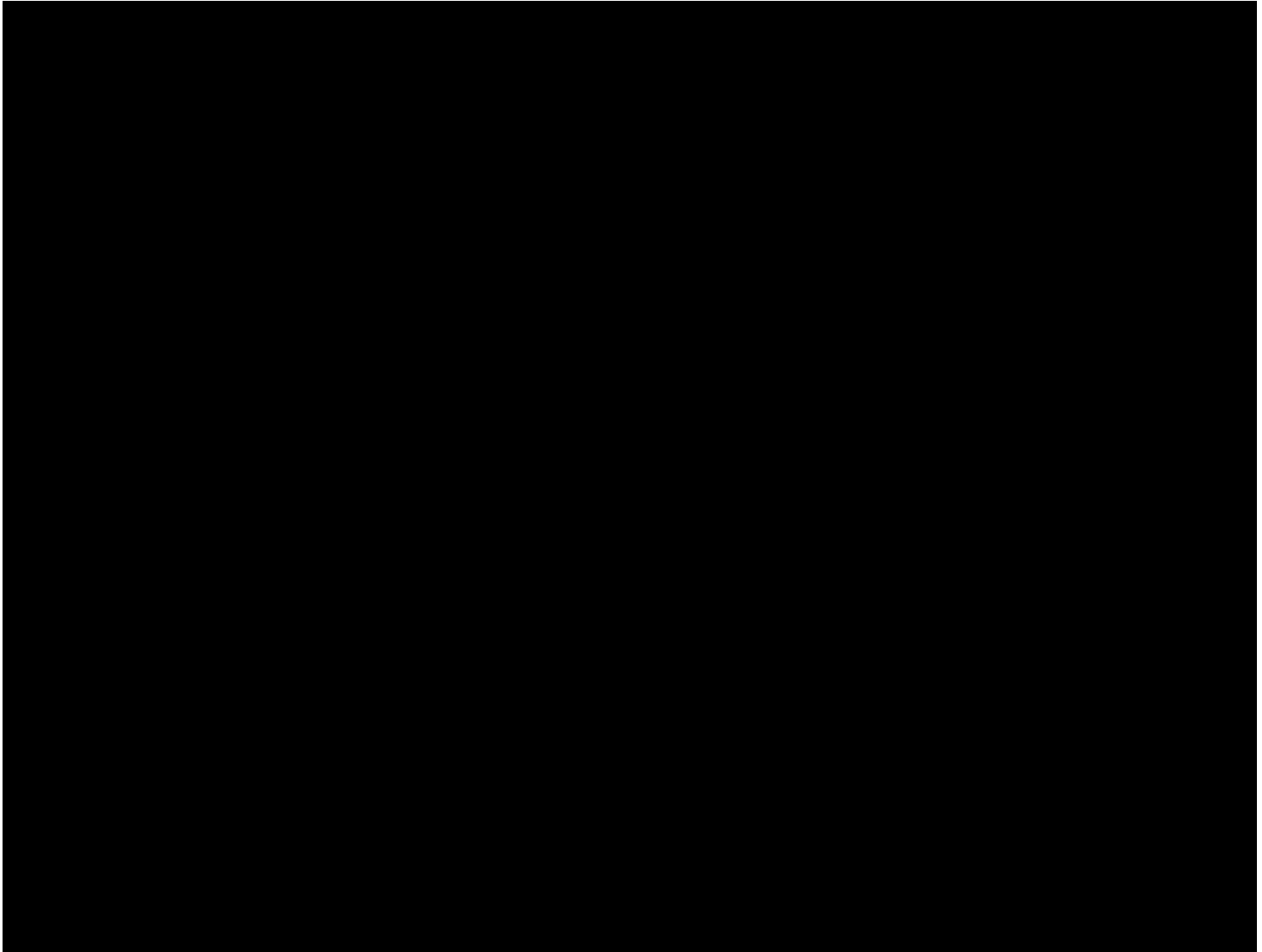
b. Mr. Britven's analysis of [REDACTED] "is inconsistent with the terms of the Qualcomm TLA

[REDACTED]

¹⁶⁶ Britven Report, p. 39.

¹⁶⁷ Britven Report, pp. 35, 39-40, 79.

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75. Additionally, as discussed above, based on my review of testimony from Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef, [REDACTED]

[REDACTED]

[REDACTED] As discussed previously, Arm's deposition testimony indicates that Mr. Bhatnagar's [REDACTED] [REDACTED] [REDACTED]

¹⁶⁸ QCARM_0343533-587 at '545.

¹⁶⁹ Deposition of Ehab Youssef, June 26, 2025, pp. 66-68; see *also* Britven Report, p. 35.

¹⁷⁰ Britven Report, pp. 36-37.

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[REDACTED]. [REDACTED]

[REDACTED], it is also

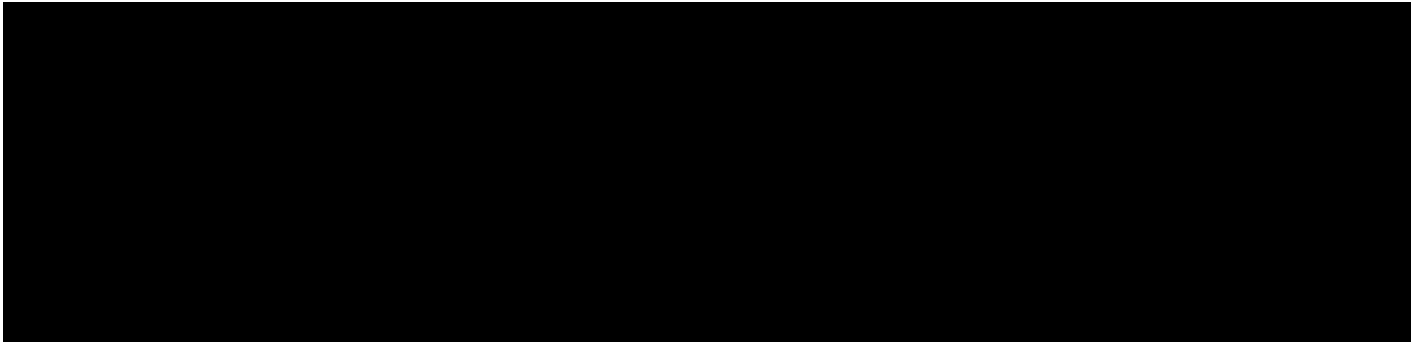
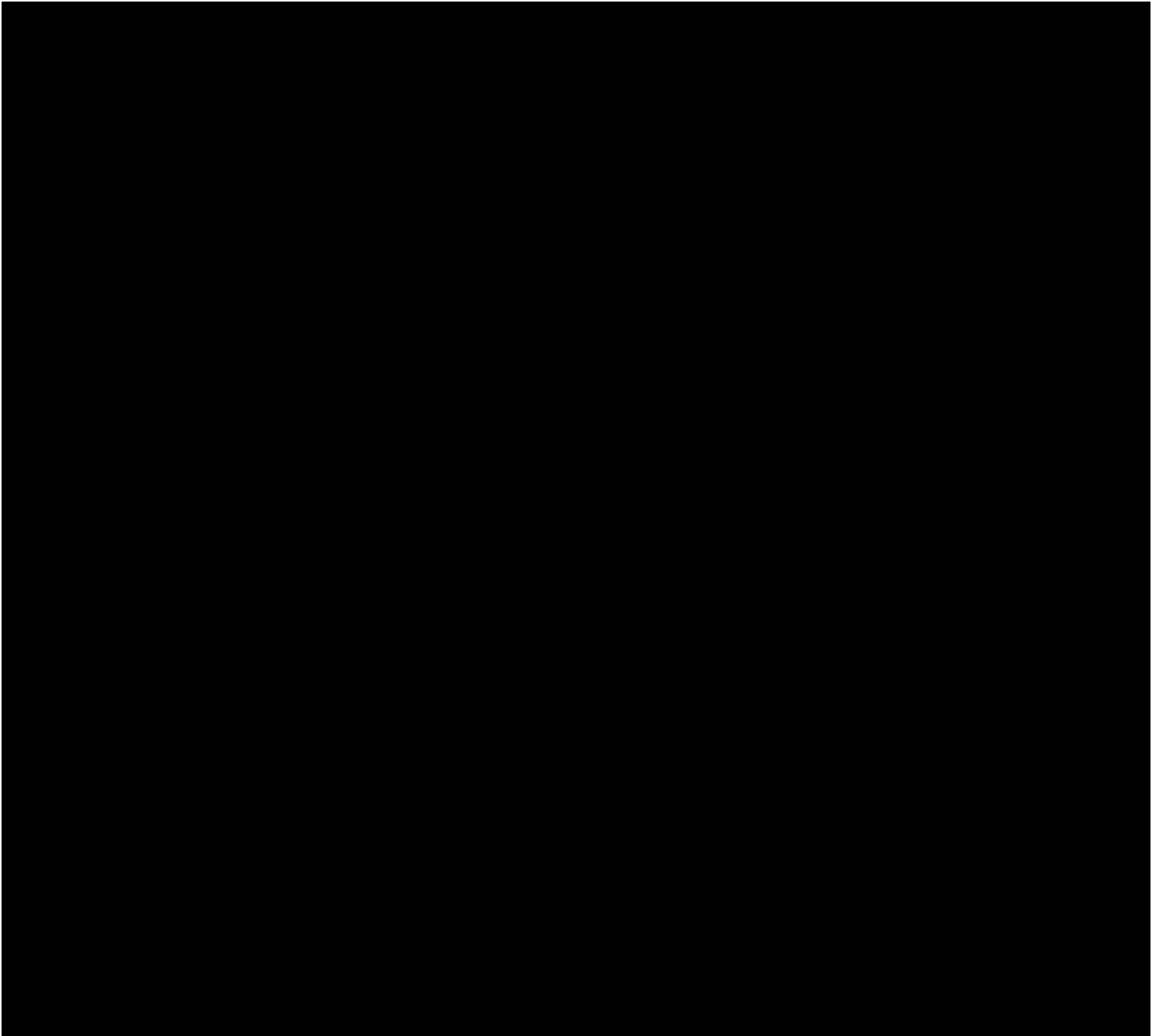
inconsistent with [REDACTED]

[REDACTED].

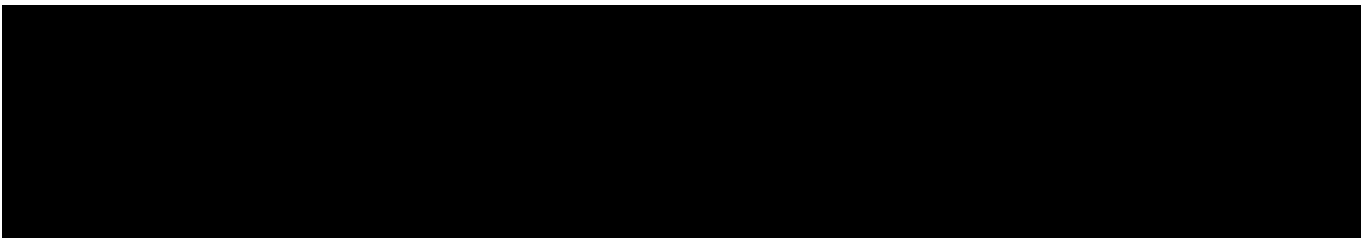
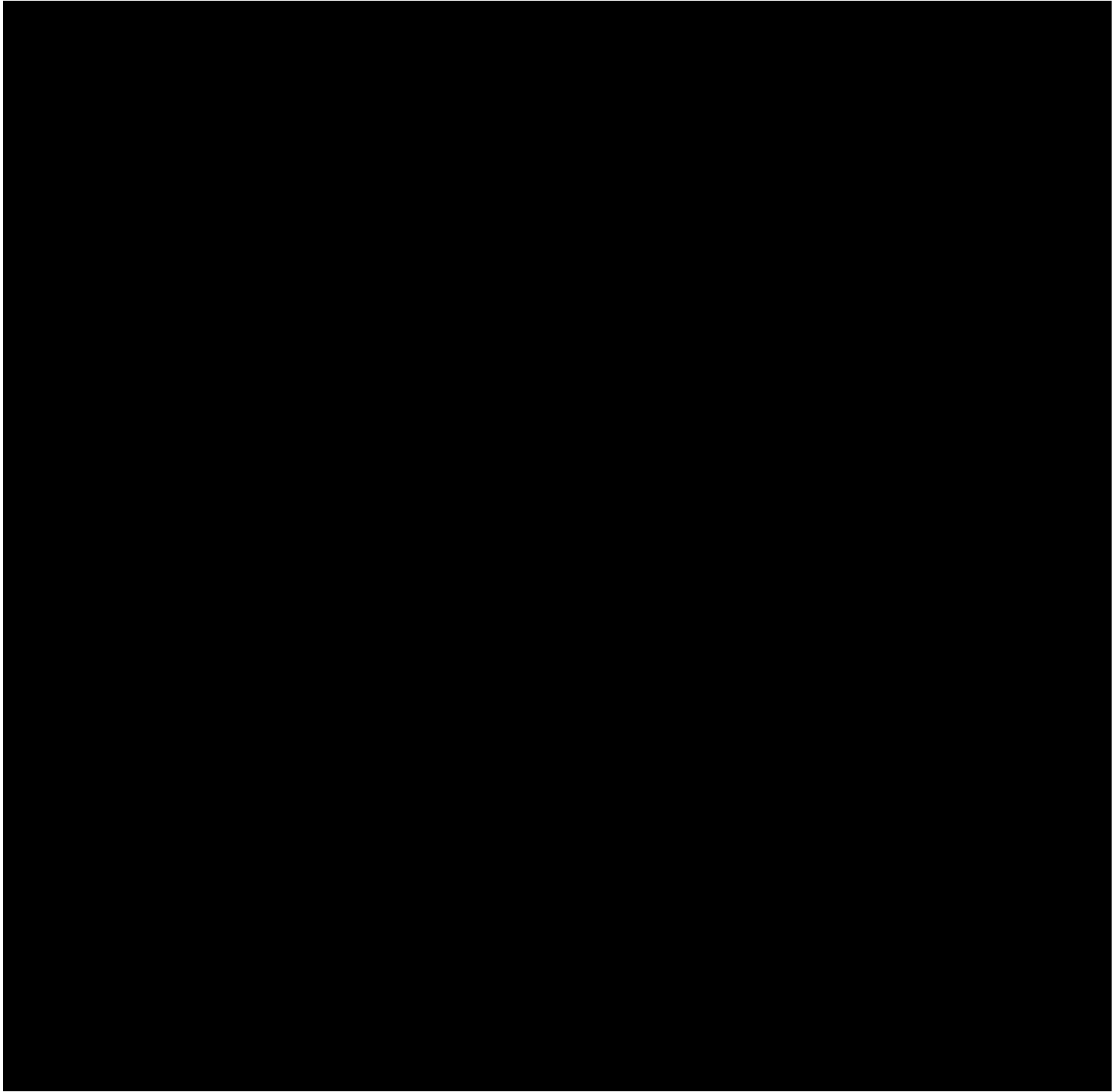
[REDACTED]

[REDACTED]

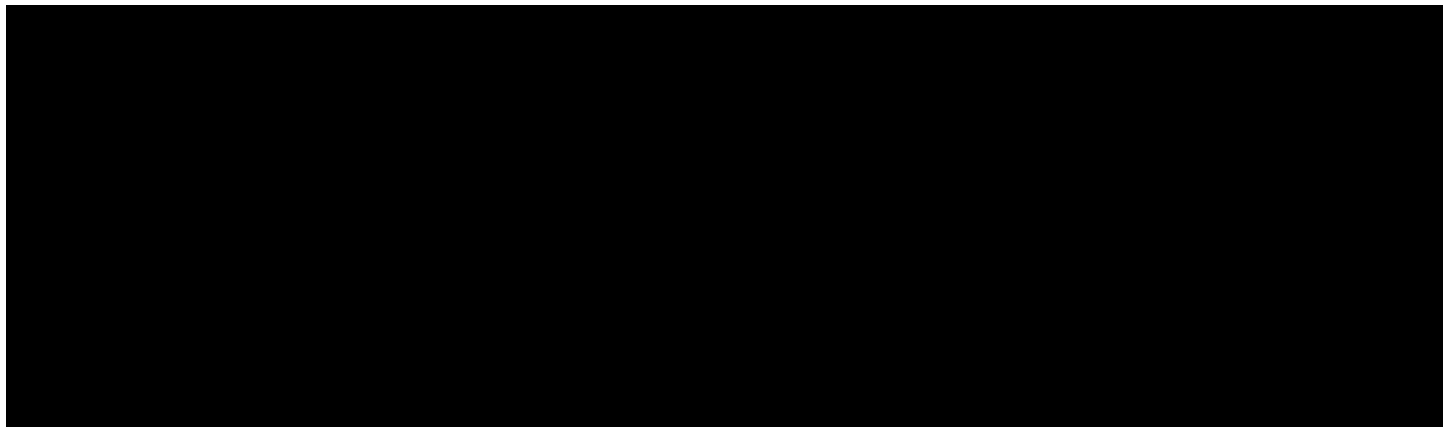
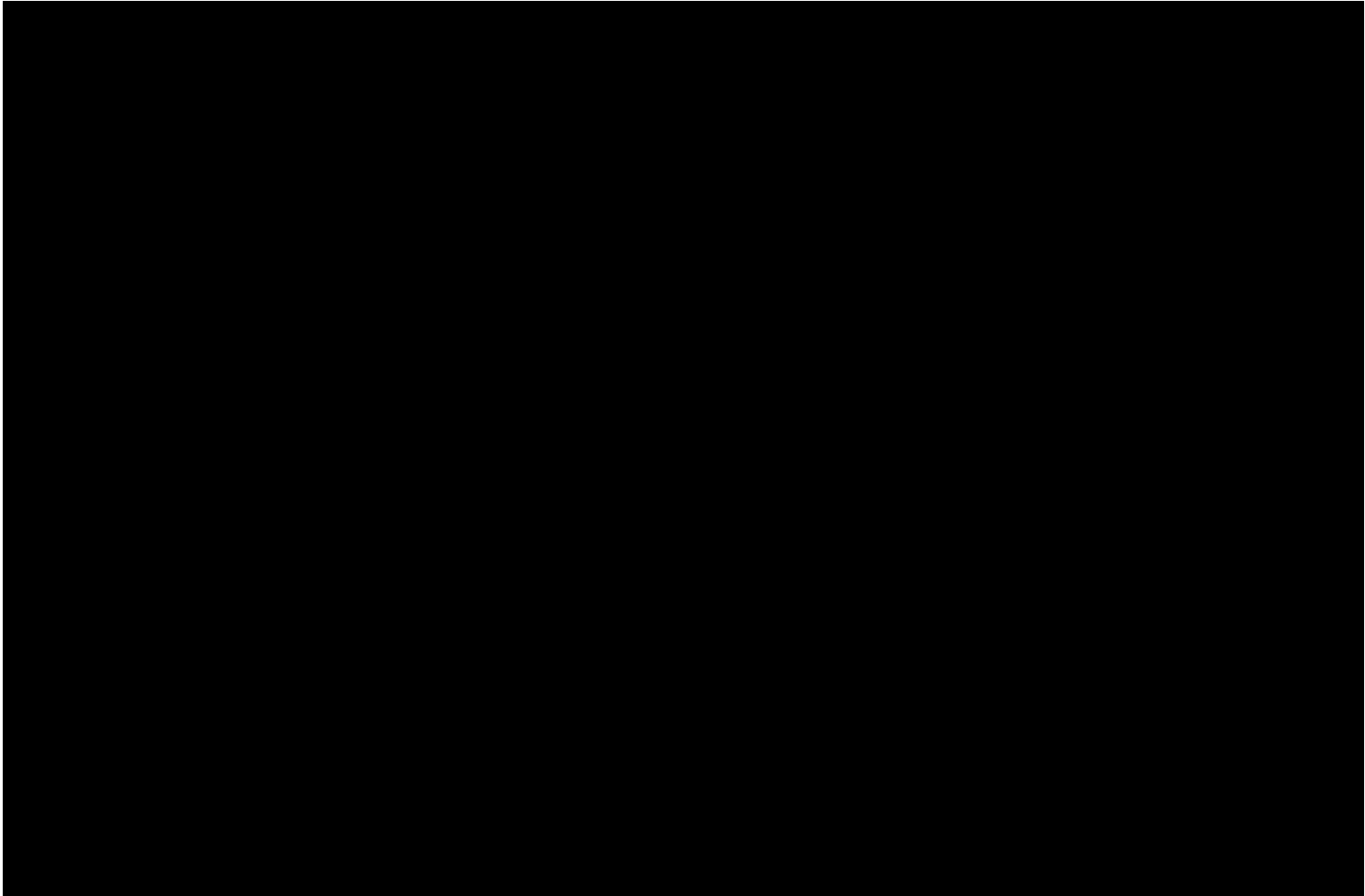
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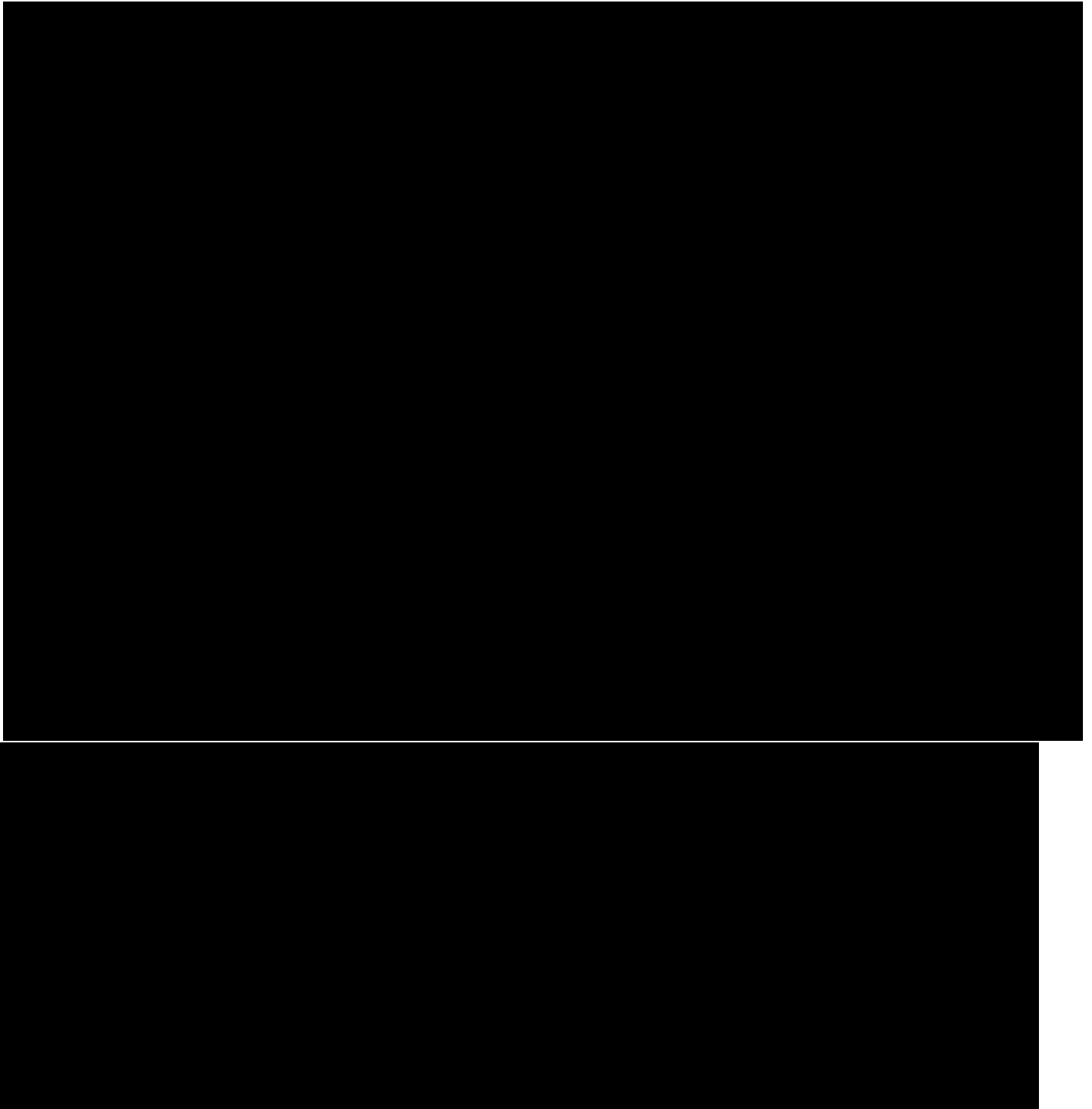
¹⁸⁰ Britven Report, p. 70.

¹⁸¹ Britven Report, p. 68.

¹⁸² Schedule 8.1.

¹⁸³ QCVARM_0616967-969 at '968. 

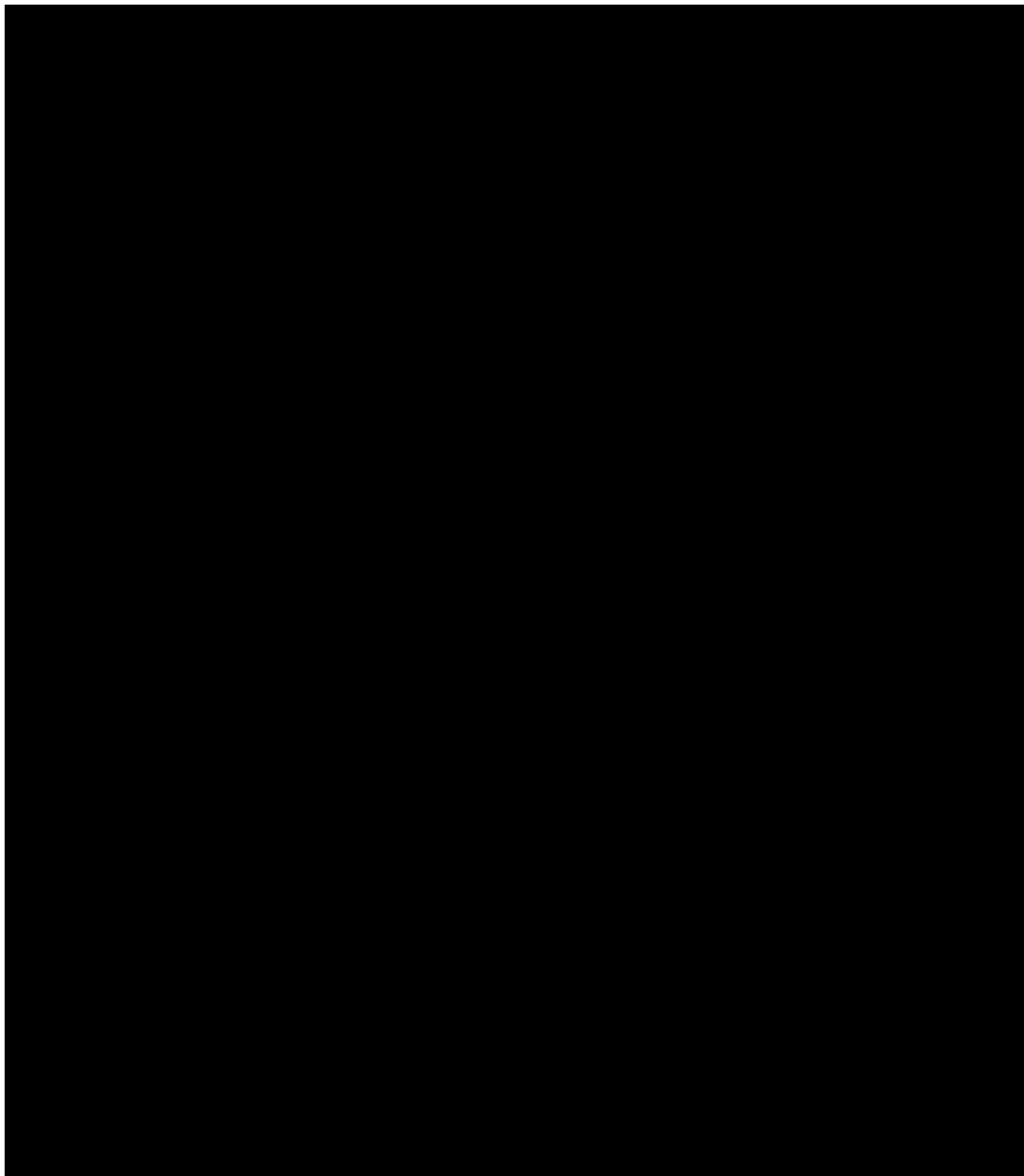
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¹⁸⁴ Britven Report, p. 68.

¹⁸⁵ Britven Report, p. 36.

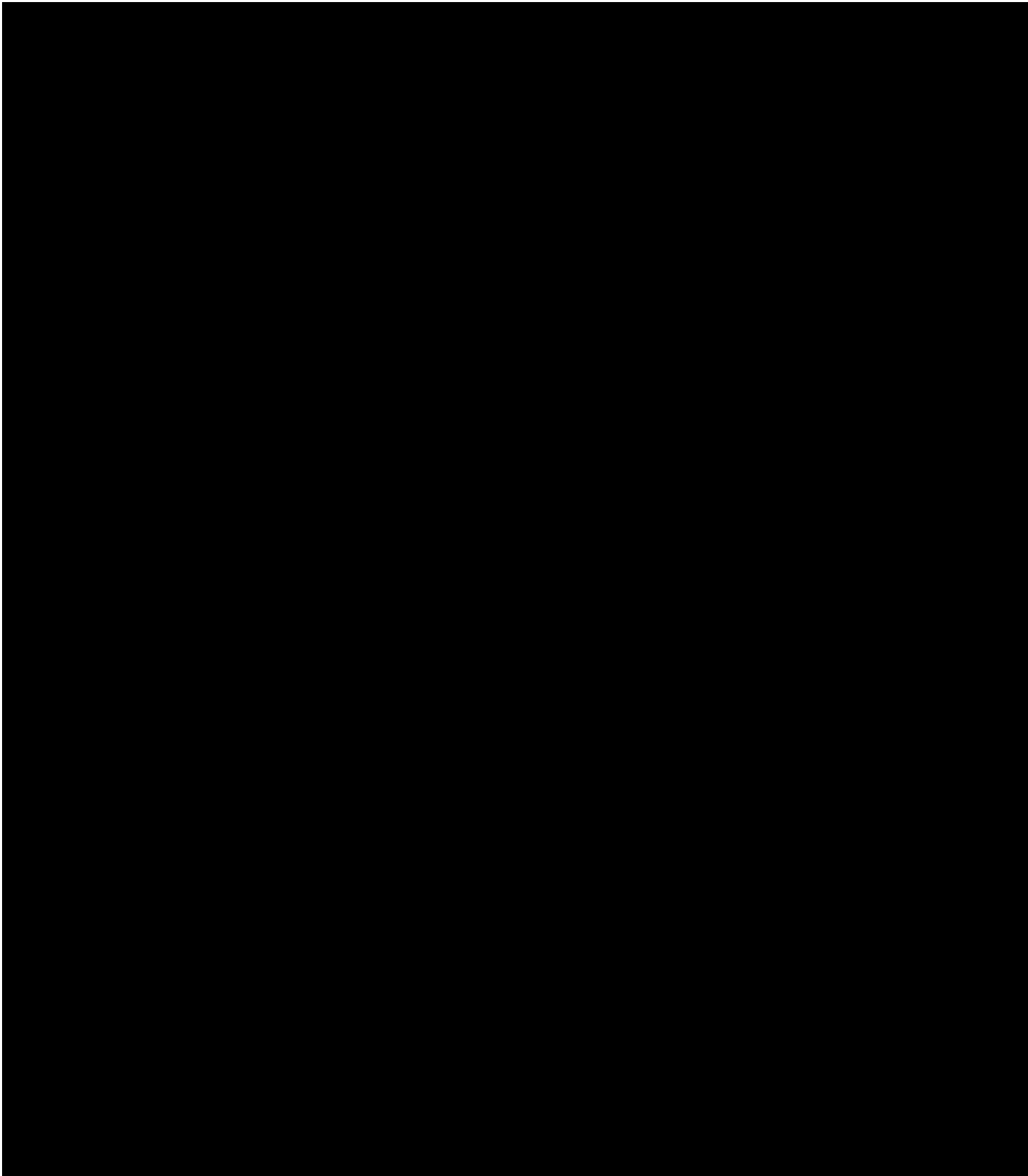
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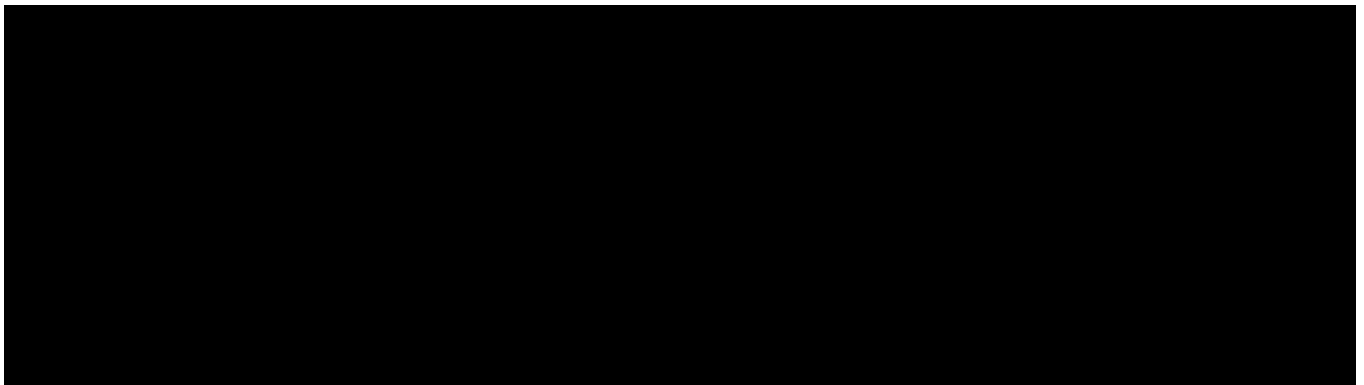
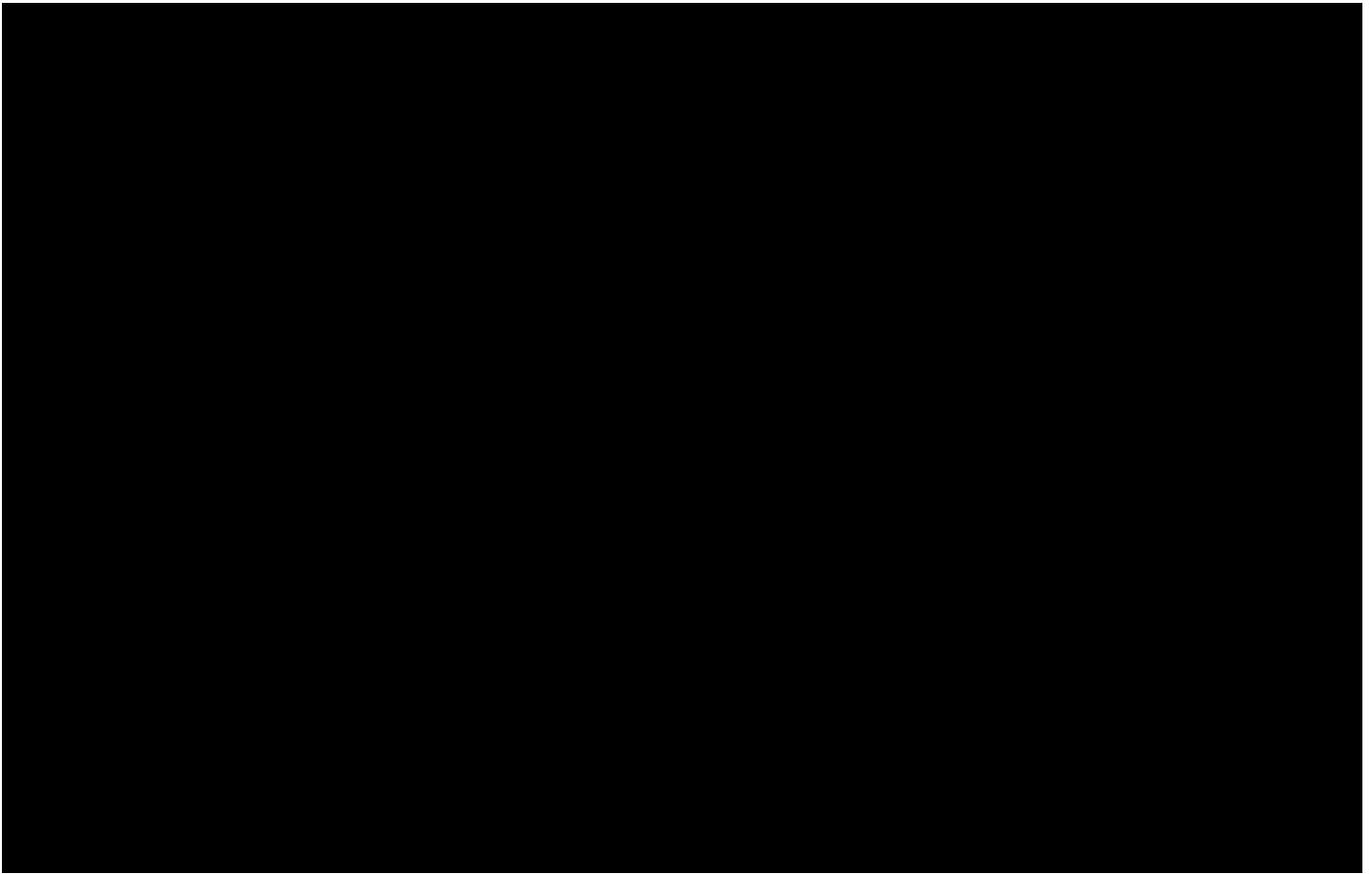
¹⁸⁶ Britven Report, p. 36; *see also*, p. 68.

¹⁸⁷ ARMQC_02774816-817 at '816.

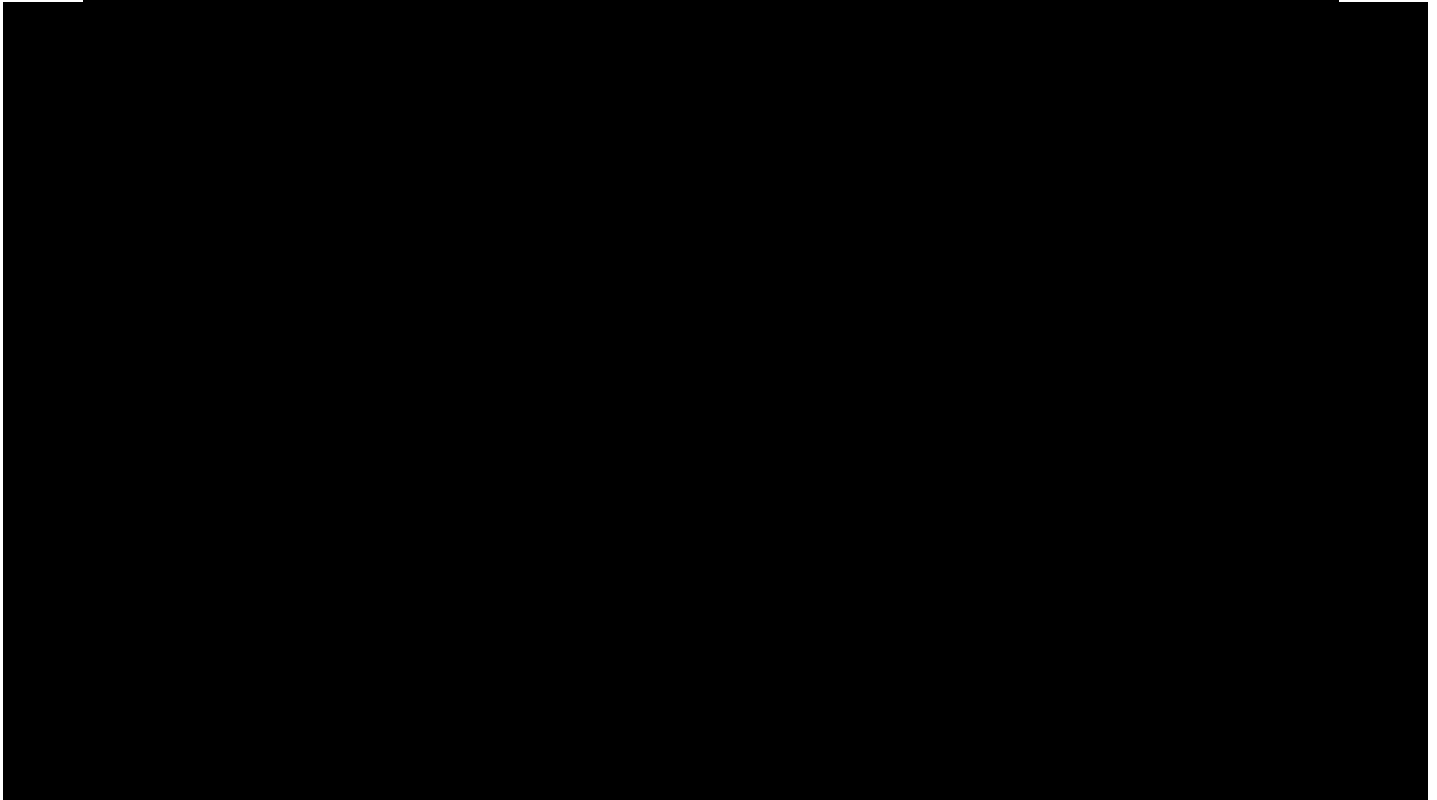
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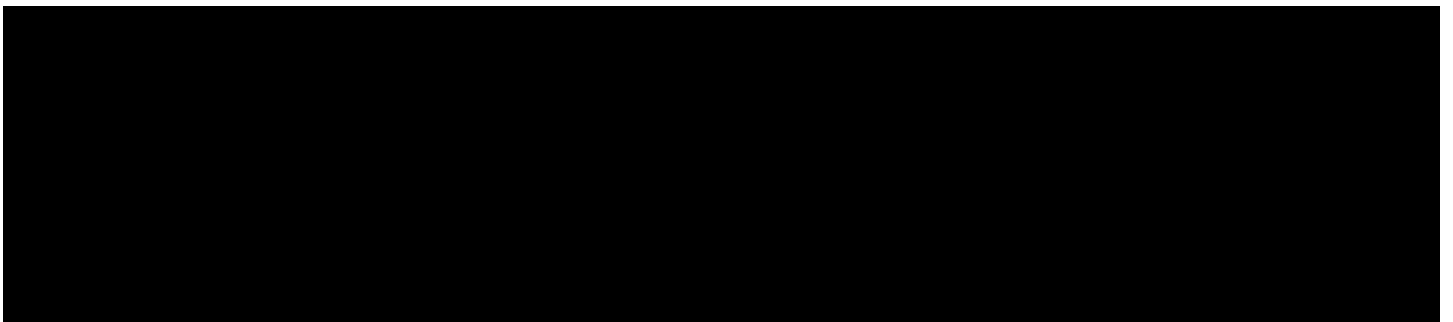


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v. Mr. Britven's criticisms of my analysis of [REDACTED] for [REDACTED] contradict the record evidence

123. Mr. Britven claims that my analyses of [REDACTED] and prices previously paid by Qualcomm are "irrelevant distractions."²⁶² However, this assertion is contradicted by Arm testimony, documents, and Mr. Britven's own descriptions of Arm's determination [REDACTED] [REDACTED].

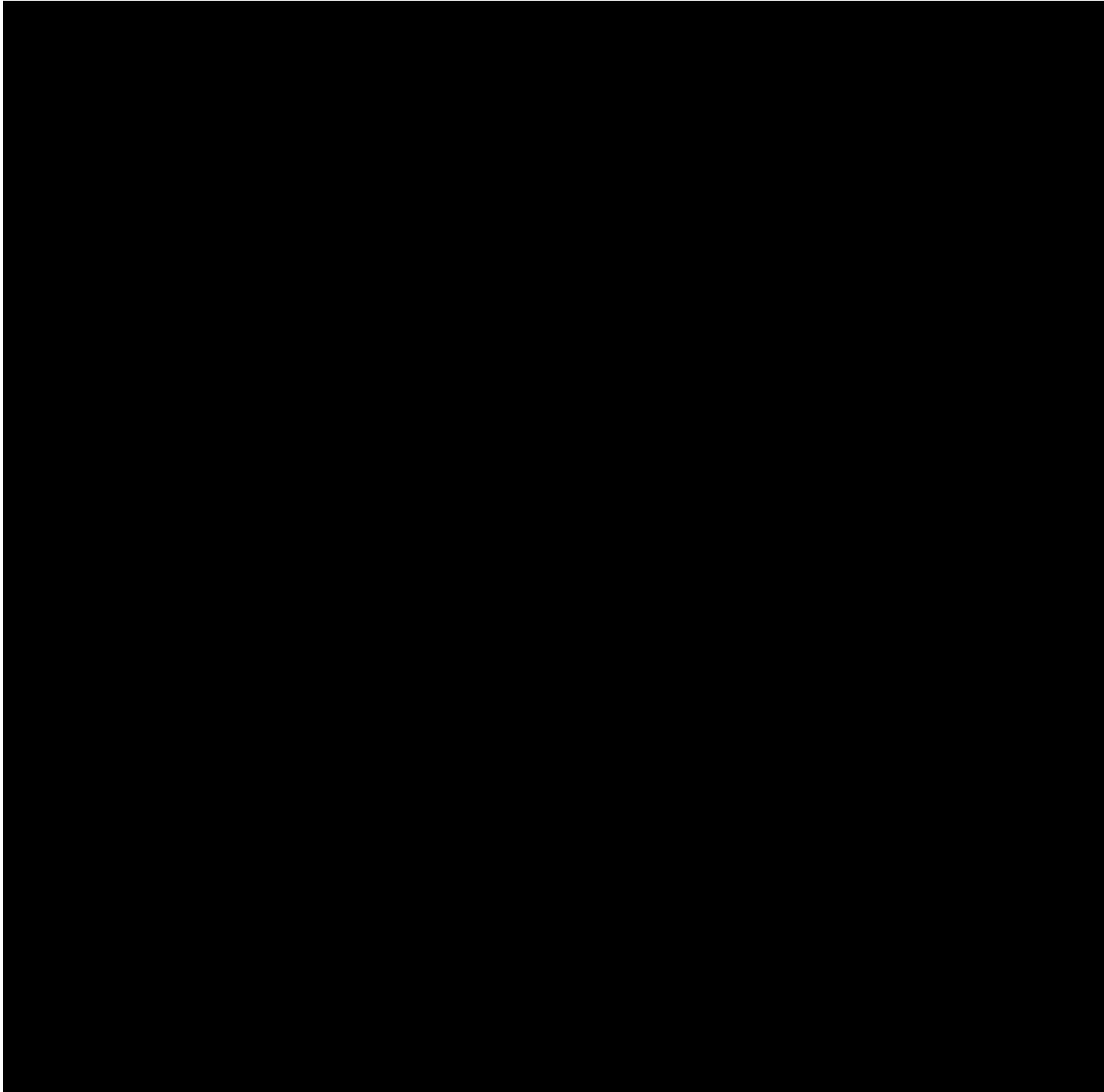


²⁶⁰ Britven Report, p. 69.

²⁶¹ ARMQC_02774748-756 at '752; QCVARM_0616967-969 at '968.

²⁶² Britven Report, pp. 73-74.

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²⁶³ Britven Report, p. 37.

²⁶⁴ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 9, 11.

²⁶⁵ Deposition of Akshay Bhatnagar, July 10, 2025, p. 43.

²⁶⁶ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 62-64.

²⁶⁷ Deposition of Akshay Bhatnagar, July 10, 2025, p. 64.

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[REDACTED]

b. [REDACTED]

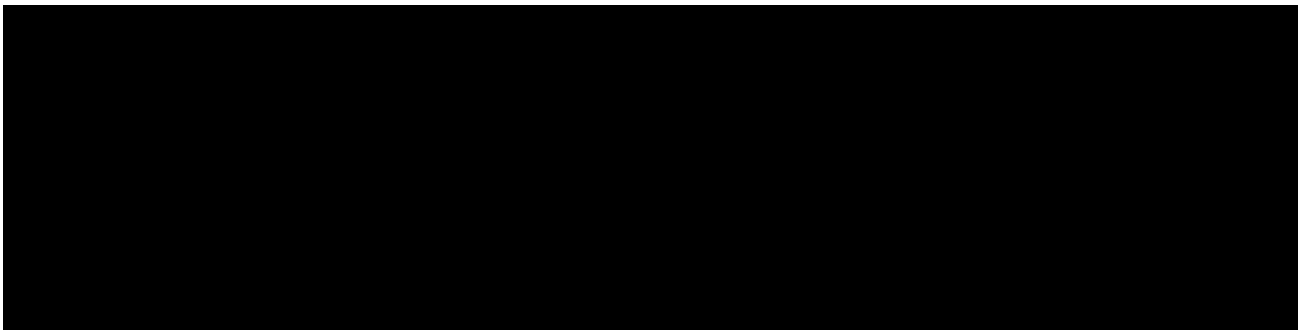
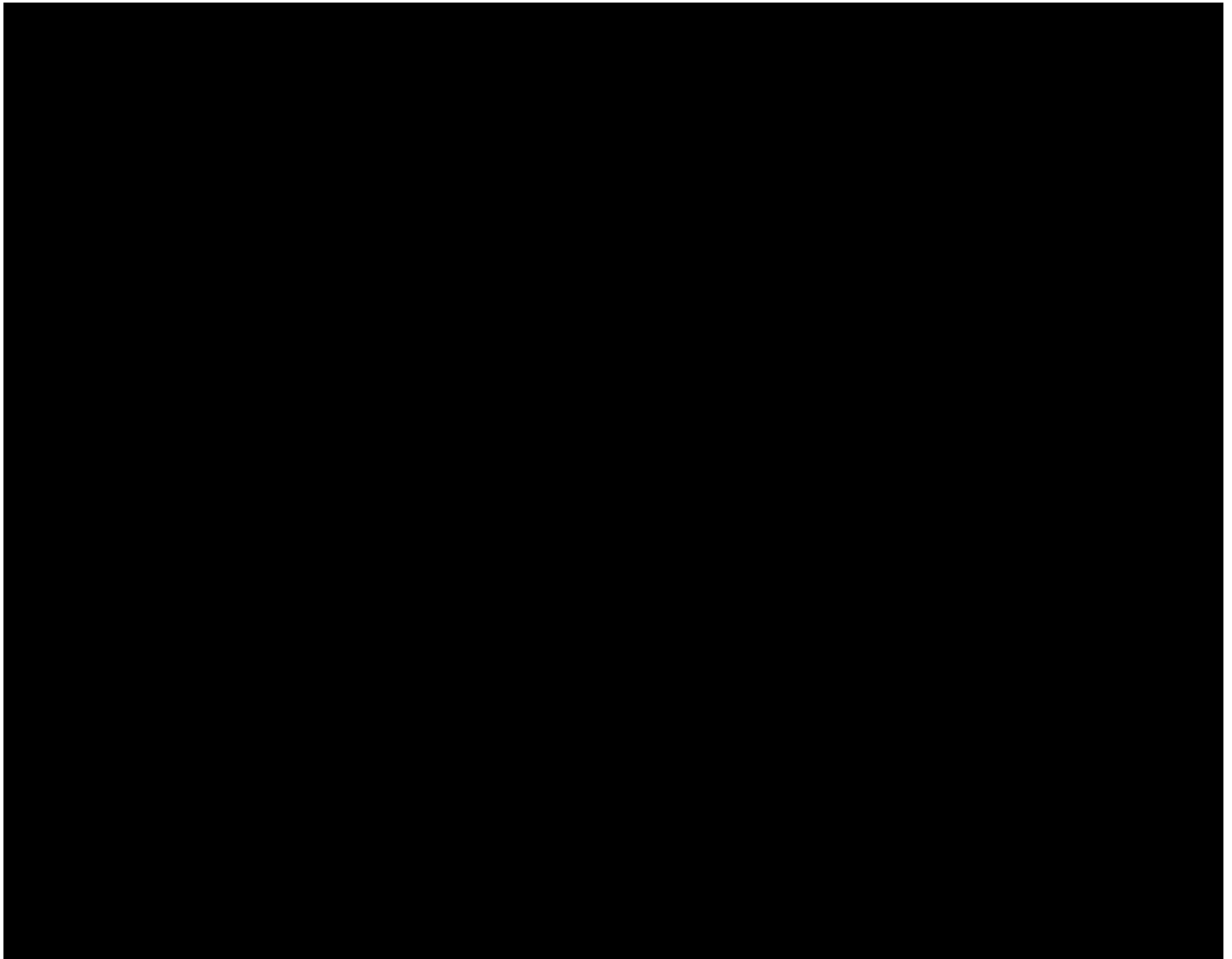
127. In addition to [REDACTED], Arm

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

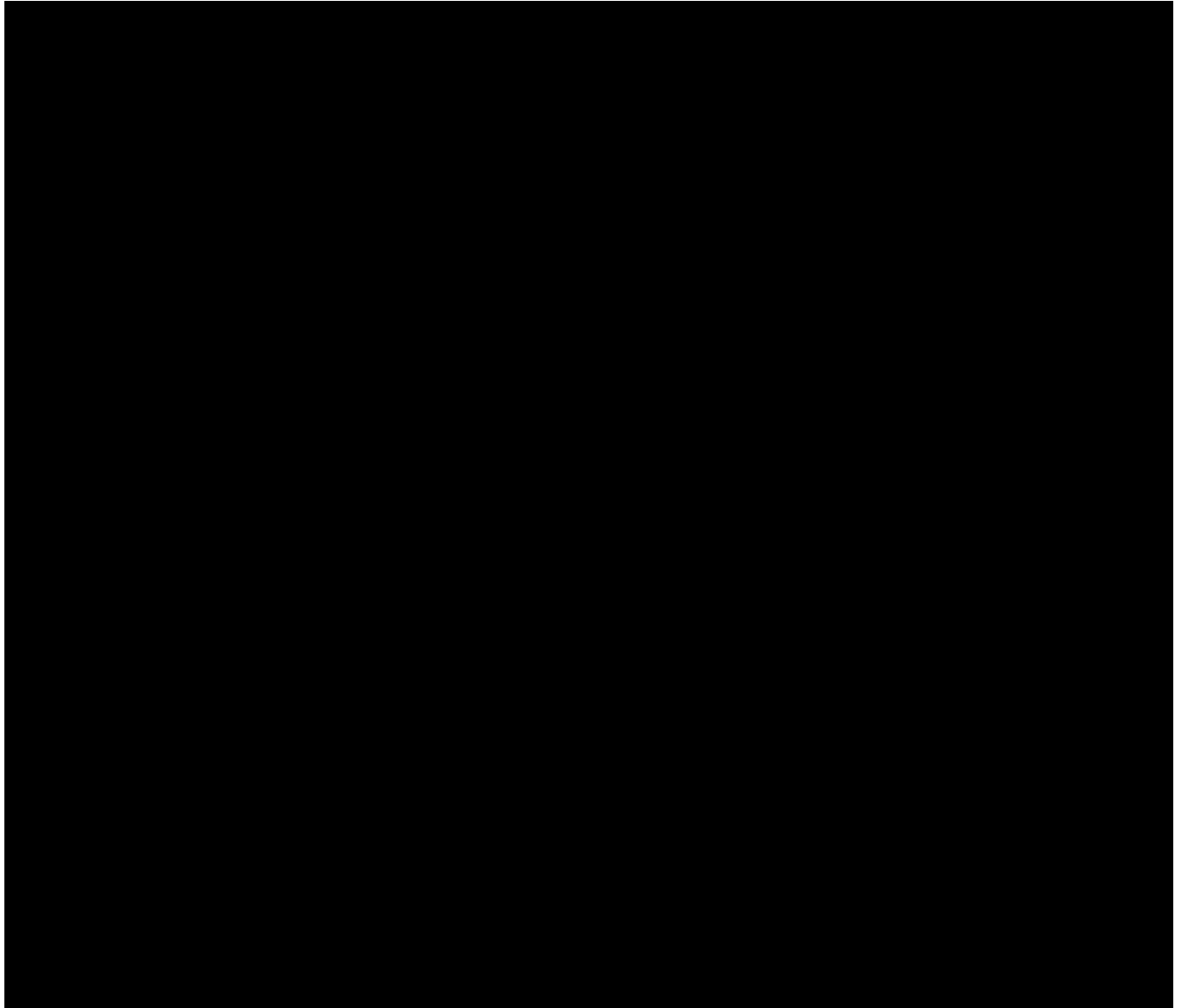
²⁶⁸ Exhibit 208 to the Deposition of Akshay Bhatnagar, p. 4.
²⁶⁹ Exhibit 208 to the Deposition of Akshay Bhatnagar, p. 4.
²⁷⁰ Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025.
²⁷¹ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 55-56; Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025.
²⁷² Kennedy Opening Report, pp. 33-35.

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B. Reply to Mr. Britven's Criticisms of My Analysis Related to the Peripheral IP



²⁷⁸ Britven Report, p. 74; ARM_00062474-493 at '487-488.

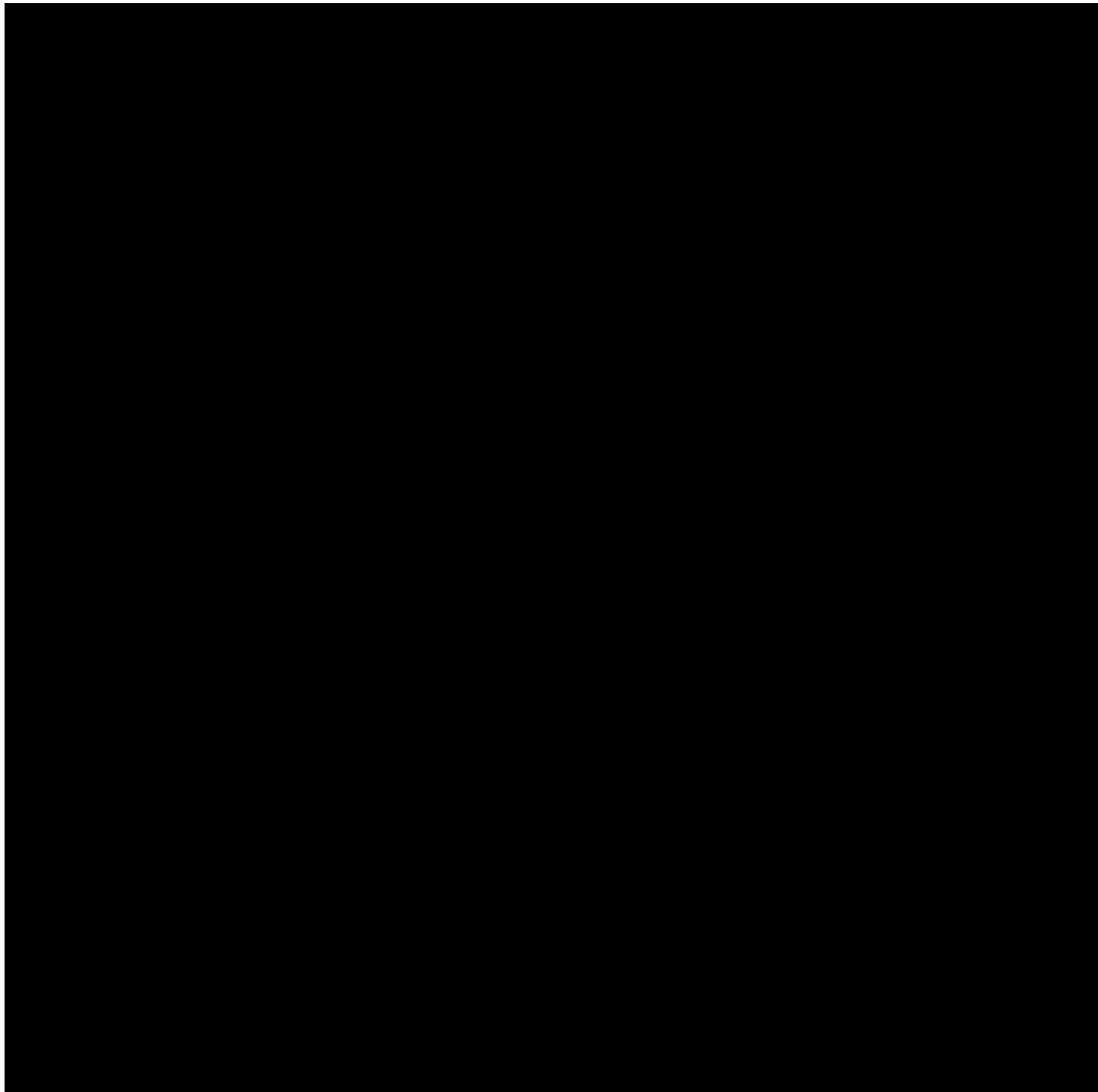
²⁷⁹ ARM_00062474-493 at '488; Kennedy Opening Report, p. 25.

²⁸⁰ <<https://www.linkedin.com/in/dawn-hill-montemagni/>>; 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 81.

²⁸¹ ARMQC_02747567-569 at '568.

²⁸² Kennedy Opening Report, p. 26.

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²⁸³ Britven Report, pp. 85-86.
²⁸⁴ Britven Report, pp. 86-87.
²⁸⁵ See Section VI.A.iii.d.(ii)(c).

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁸⁶ See QCARM_0339100-127; QCVARM_1016051-077; QCVARM_1023593-611; QCVARM_1020165-215; QCVARM_1022565-579; QCVARM_0524237-253.

²⁸⁷ I discuss the Qualcomm ALA in the Kennedy Opening Report. See Kennedy Opening Report, pp. 9-10; QCARM_0337857-899.

²⁸⁸ Kennedy Opening Report, pp. 60-63.

²⁸⁹ Kennedy Opening Report, p. 62.

²⁹⁰ Kennedy Opening Report, p. 63.

²⁹¹ ARMQC_02784204; see also Section VI.A.v.c. above.

²⁹² Britven Report, pp. 84-85.

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iv. Mr. Britven's claims that I do not offer any analysis of what the "threshold price" of a "commercially reasonable offer" ignores my analysis of the but-for price for the Peripheral IP

137. Mr. Britven claims that "the Kennedy Report does not offer an analysis of what the threshold price for a 'commercially reasonable' offer would be."²⁹⁵ This critique is inaccurate. I present two alternative calculations of Qualcomm's but-for license fee, each of which provides a basis for determining a commercially reasonable threshold price.

138. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]²⁹⁷ For the reasons discussed in the Kennedy Opening Report, these two alternatives establish a reasonable range for what would constitute a commercially reasonable offer.²⁹⁸

²⁹³ Britven Report, p. 85.

²⁹⁴ ARMQC_02784204.

²⁹⁵ Britven Report, p. 86.

²⁹⁶ Kennedy Opening Report, p. 64.

²⁹⁷ Kennedy Opening Report, p. 67.

²⁹⁸ Kennedy Opening Report, Section V.E.vi.

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**v. Mr. Britven's assertions that the Qualcomm TLA [REDACTED]
[REDACTED] are not informative**

139. Mr. Britven states throughout his rebuttal to my calculation of Qualcomm's damages related to the Peripheral IP that it is Arm's position that the terms of the Qualcomm TLA do not require Arm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

140. Mr. Britven claims that "the Kennedy Report fails to show [REDACTED]

[REDACTED]

[REDACTED] – an assertion which ignores the precise analyses that I perform in the Kennedy Opening Report.³⁰⁰ In the Kennedy Opening Report, I provide [REDACTED]

[REDACTED] based on the available evidence – [REDACTED]

[REDACTED]

²⁹⁹ Britven Report, pp. 81, 86.

³⁰⁰ Britven Report, p. 81.

³⁰¹ Kennedy Opening Report, Section V.E.v.

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141. Mr. Britven claims that these analyses are not informative and unsupported.³⁰²

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

142. Notably, I am unaware of any evidence, and Mr. Britven cites to none, that supports the reasonableness of the ultimate price that Qualcomm paid for the Peripheral IP – a price that

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

³⁰² Britven Report, pp. 84, 87.

³⁰³ Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025.

³⁰⁴ Opening Kennedy Report, Section V.E.v; Deposition of Will Abbey, June 26, 2025, pp. 84-85; Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025; ARMQC_02784120-198 at '149-150; Schedule 9.1.

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I declare under penalty of perjury that the foregoing is true and correct.



Patrick F. Kennedy, Ph.D.

Managing Director

Stout Risius Ross, LLC

9/19/25

Executed on

EXHIBIT A

Patrick F. Kennedy, Ph.D.
Deposition and Trial Testimony

Date	Case Name	Venue	Testimony
09/17/25	Dow Chemical Canada ULC v. NOVA Chemicals Corporation	Court of King's Bench of Alberta	Deposition
08/06/25	Contour IP Holdings v. GoPro	CA Northern - Federal Court	Deposition
07/08/25	Carmack v. American Boat Works, Inc. and American Marine Corporation	HI Federal Court	Deposition
06/18/25	Chester v. The Belt Railway Company of Chicago	IL Federal Court	Deposition
06/06/25	Ikhana Group LLC v. Viking Air Limited	Arbitration	Trial
05/15/25	Quiroz v. Caltrans	Tulare Superior Court	Trial
04/08/25	Quiroz v. Caltrans	Tulare Superior Court	Deposition
04/03/25	Valeo Schalter und Sensoren GmbH v. Nvidia Corporation	CA Northern - Federal Court	Deposition
04/01/25	Blink Health Group, LLC v. Susan Lang	American Arbitration Association	Deposition
03/17/25	Baker v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
12/17/24	Jubilant Draximage, Inc. v. Jubilant Radiopharmacies	CA Central - Federal Court	Deposition
12/13/24	Nasdaq, Inc. v. Miami International Holdings, Inc.	New Jersey - Federal Court	Deposition
12/03/24	Planner 5D v. Meta Platforms, Inc.	CA Northern - Federal Court	Deposition
11/12/24	Amyndas Pharmaceuticals, LLC v. Alexion Pharmaceuticals, Inc.	MA Federal Court	Deposition
11/06/24	Scientific Applications & Research Associates (SARA), Inc. v. Zipline International, Inc.	CA Northern - Federal Court	Deposition
10/25/24	Gardner Denver, Inc. v. Accurate Air Engineering, Inc.	CA Central - Federal Court	Deposition
10/04/24	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Deposition
10/03/24	Smartsky Networks, LLC v. GOGO Business Aviation, LLC	Delaware - Federal Court	Deposition
09/30/24	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Trial
07/26/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Arbitration
07/19/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Arbitration
07/08/24	ARM Ltd v. Qualcomm, Inc.	Delaware - Federal Court	Deposition
06/25/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Deposition
06/18/24	Risk v. United Airlines, Inc.	Los Angeles Superior Court	Deposition
04/17/24	Heredia, et al. v. Sunrise Senior Living, LLC	CA Central - Federal Court	Declaration
04/16/24	Pliner v. Central Iowa Health System, et al.	IA Federal Court	Deposition
04/12/24	Rex Computing, Inc. v. Cerebras Systems, Inc.	Delaware - Federal Court	Deposition
04/10/24	Saint Paul Commodities, Inc. v. Oleo-X LLC	NY American Arbitration Association	Arbitration
04/05/24	NantWorks, LLC v. Bank of America Corporation	CA Central - Federal Court	Deposition
03/01/24	Palm Beach Tan, Inc. v. Sunless, Inc.	OH Northern - Federal Court	Deposition
02/16/24	Cocke v. United States of America, et al.	GA Southern - Federal Court	Deposition
01/19/24	Saint Paul Commodities, Inc. v. Oleo-X LLC	NY American Arbitration Association	Deposition
12/14/23	Davis v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
11/15/23	Eilan v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
10/19/23	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Declaration
10/16/23	Jones v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
09/12/23	Pacific Steel Group v. Commerical Metals Company, et al.	CA Northern - Federal Court	Deposition
09/07/23	Bryan v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
09/05/23	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Deposition
08/31/23	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Deposition
08/22/23	Avila v. Joe Avis Farms	San Joaquin Superior Court	Trial
06/26/23	Bright v. Brookdale Senior Living Inc.; and Gunza v. Brookdale Senior Living Inc.	TN Middle - Federal Court	Deposition
06/01/23	Bright v. Brookdale Senior Living Inc.; and Gunza v. Brookdale Senior Living Inc.	TN Middle - Federal Court	Declaration
05/17/23	MicroVention, Inc. v. Balt USA, Inc.	CA Central - Federal Court	Deposition
04/26/23	Taction Technology, Inc. v. Apple Inc.	CA Southern - Federal Court	Deposition
04/21/23	Philips North America LLC, et al. v. TEC Holdings, Inc.	NC Western - Federal Court	Trial
04/14/23	Philips North America LLC, et al. v. TEC Holdings, Inc.	NC Western - Federal Court	Trial
04/13/23	PennyMac Loan Services, LLC v. Black Knight Servicing Technologies, LLC	American Arbitration Association	Arbitration
03/09/23	Raymond James Financial, Inc, et al. v. Deutsche Bank AG, et al.	FINRA Dispute Resolution	Arbitration
03/02/23	Wisk Aero LLC v. Archer Aviation, Inc.	CA Northern - Federal Court	Deposition
02/22/23	Raymond James Financial, Inc, et al. v. Deutsche Bank AG, et al.	FINRA Dispute Resolution	Deposition
02/14/23	Crysel v. American Equity	Orange County Superior Court	Trial
01/19/23	DexCom, Inc. v. Abbott Diabetes Care, Inc.	Delaware - Federal Court	Deposition
12/29/22	Crysel v. American Equity	Orange County Superior Court	Deposition
12/27/22	PennyMac Loan Services, LLC v. Black Knight Servicing Technologies, LLC	American Arbitration Association	Deposition
10/19/22	Avila v. Joe Avis Farms	San Joaquin Superior Court	Deposition
09/22/22	Alcon Vision, LLC v. Lens.com, Inc.	NY Eastern - Federal Court	Deposition
08/17/22	Vitalyte Sports Nutrition, Inc. v. Revitalyte, LLC	TX Western - Federal Court	Deposition
08/11/22	Sunstone Information Defense, Inc. v. International Business Machines Corporation	TX Western - Federal Court	Trial
08/04/22	Rodriguez, et al. v. Sea Breeze Jet Ski, LLC	CA Northern - Federal Court	Deposition
07/28/22	Kurin, Inc. v. Magnolia Medical Technologies, Inc.	Delaware - Federal Court	Trial
05/18/22	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Declaration
05/11/22	CRF Frozen Foods v. Pictsweet, et al.	TN Middle - Federal Court	Deposition
05/04/22	Ayers v. The Penta Building Group	Riverside Cty Superior Court	Trial
03/25/22	The Waffle v. Tucker Investments	Los Angeles Superior Court	Trial

Patrick F. Kennedy, Ph.D.
Deposition and Trial Testimony

Date	Case Name	Venue	Testimony
02/17/22	Sunstone Information Defense, Inc. v. International Business Machines Corporation	TX Western - Federal Court	Deposition
01/27/22	Chan v. Kimball, Tirey & St. John	San Diego Superior Court	Deposition
01/17/22	MedImpact Healthcare Systems, Inc. v. IQVIA, Inc.	CA Southern - Federal Court	Deposition
01/14/22	Nelson v. United States of America, et al.	OR - Federal Court	Trial
01/05/22	DeLeon-Piedra v. Ocean Angel V	CA Northern - Federal Court	Deposition
12/14/21	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Deposition
12/01/21	Contour IP Holdings v. GoPro	CA Northern - Federal Court	Deposition
11/18/21	Bellin Memorial Hospital v. Kinsey & Kinsey, Inc.	WI Federal Court	Trial
11/15/21	The Waffle v. Tucker Investments	Los Angeles Superior Court	Deposition
10/21/21	7510 Hazard, LLC v. Connecticut General Life Insurance Company	San Diego Superior Court	Deposition
10/18/21	Philips North America LLC, et al. v. Dorow	NC Federal Court	Deposition
10/18/21	Philips North America LLC, et al. v. Zimmerman, et al.	NC Federal Court	Deposition
10/12/21	MicroVenton, Inc. v. Balt USA, Inc.	CA Central - Federal Court	Deposition
10/08/21	In re: PFA Insurance Marketing	CA Northern - Federal Court	Declaration
09/28/21	Cuker v. Pillsbury	CA Southern - Federal Court	Deposition
09/23/21	LISCR, LLC v. Legality Holdings, S.A.	VA Eastern - Federal Court	Deposition
0917/21	TRC Operating Company, Inc. v. Chevron U.S.A., Inc.	Kern Cty Superior Court	Trial
09/08/21	Philips North America LLC, et al. v. TEC Holdings, Inc.	GA Northern - Federal Court	Deposition
09/02/21	7510 Hazard, LLC v. Connecticut General Life Insurance Company	San Diego Superior Court	Deposition

EXHIBIT B

**Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
Documents Considered List****Exhibit B**

This list supplements Exhibit C to the Kennedy Opening Report filed on August 8, 2025. In connection with my review and analysis, I have considered, reviewed, and relied upon materials summarized in this Exhibit, as well as those summarized on Exhibit C to the Kennedy Opening Report filed on August 8, 2025.

Date	Description
Legal	
08/01/25	Plaintiffs' Motion for Leave to Amend the Complaint to Name Arm Holdings Plc. And Arm Ltd. as Individual Defendants
09/05/25	Arm's Second Supplemental Response to Qualcomm's Third Set of Interrogatories (No. 12)
09/05/25	Arm Holdings Plc's Second Supplemental Objections and Responses to Qualcomm's First Set of Interrogatories (Nos. 1–3)
09/05/25	Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4–11)
09/05/25	Arm's Third Supplemental Response to Qualcomm's Amended Interrogatory No. 3
Other Expert Reports	
08/08/25	Expert Report of Eric A. Posner
09/05/25	Rebuttal Expert Report of Timothy S. Simcoe
09/05/25	Expert Report of Thomas W. Britven
09/05/25	Rebuttal Expert Report of Michael C. Brogioli, Ph.D.
09/05/25	Rebuttal Report of Steven Richards, CPA
Produced Documents	
<i>*If the bates number referenced below is the beginning of a document/production, the bates reference is to the entire document.</i>	
<i>*I had access to documents produced by Qualcomm, Arm, and other third parties.</i>	
ARM_00006123	ARMQC_02785348 ARMQC_02797454 QCVARM_0600073
ARM_00055357	ARMQC_02785408 ARMQC_02797485 QCVARM_0604257
ARM_00056571	ARMQC_02785427 ARMQC_02797527 QCVARM_0604645
ARM_00062441	ARMQC_02785429 ARMQC_02797547 QCVARM_0605055
ARM_00062474	ARMQC_02785436 ARMQC_02797549 QCVARM_0608106
ARM_00063298	ARMQC_02785474 ARMQC_02797552 QCVARM_0608131
ARM_00085567	ARMQC_02785499 ARMQC_02797555 QCVARM_0613037
ARM_00086164	ARMQC_02785501 ARMQC_02797562 QCVARM_0616912
ARM_00103918	ARMQC_02785503 ARMQC_02797601 QCVARM_0616916
ARM_00114880	ARMQC_02785513 ARMQC_02797603 QCVARM_0616935
ARM_01298891	ARMQC_02785557 ARMQC_02797610 QCVARM_0616952
ARM_01427776	ARMQC_02785578 ARMQC_02797625 QCVARM_0616967
ARMQC_02722953	ARMQC_02785581 ARMQC_02797669 QCVARM_0616975
ARMQC_02732016	ARMQC_02785583 ARMQC_02797689 QCVARM_0617829
ARMQC_02747567	ARMQC_02788903 ARMQC_02797692 QCVARM_0618320
ARMQC_02747848	ARMQC_02788944 ARMQC_02797699 QCVARM_0618338
ARMQC_02747993	ARMQC_02788947 ARMQC_02797740 QCVARM_0618354
ARMQC_02772025	ARMQC_02788972 ARMQC_02797760 QCVARM_0710047
ARMQC_02772026	ARMQC_02788975 ARMQC_02797763 QCVARM_0711638
ARMQC_02772366	ARMQC_02788995 ARMQC_02797765 QCVARM_0714015
ARMQC_02774738	ARMQC_02788999 ARMQC_02797767 QCVARM_0846761
ARMQC_02774748	ARMQC_02789001 ARMQC_02797775 QCVARM_0855438
ARMQC_02774757	ARMQC_02789003 ARMQC_02797778 QCVARM_0855474
ARMQC_02774767	ARMQC_02789005 ARMQC_02797943 QCVARM_0855614
ARMQC_02774814	ARMQC_02789048 ARMQC_02797972 QCVARM_0856270
ARMQC_02774816	ARMQC_02789069 ARMQC_02797976 QCVARM_0863641
ARMQC_02774818	ARMQC_02789071 ARMQC_02797983 QCVARM_0863644
ARMQC_02774844	ARMQC_02789074 ARMQC_02797985 QCVARM_0864713
ARMQC_02779269	ARMQC_02789077 ARMQC_02797987 QCVARM_0864833
ARMQC_02779314	ARMQC_02789082 ARMQC_02797997 QCVARM_0864834
ARMQC_02779364	ARMQC_02789126 ARMQC_02798033 QCVARM_0864838
ARMQC_02779391	ARMQC_02789129 ARMQC_02798035 QCVARM_0864967
ARMQC_02779412	ARMQC_02789157 ARMQC_02798040 QCVARM_0864969
ARMQC_02779433	ARMQC_02789159 QCARM_0027985 QCVARM_0865022
ARMQC_02779483	ARMQC_02789161 QCARM_0029357 QCVARM_0865344
ARMQC_02783512	ARMQC_02789202 QCARM_0217597 QCVARM_0865345
ARMQC_02783533	ARMQC_02789224 QCARM_0337591 QCVARM_1016051
ARMQC_02783575	ARMQC_02789227 QCARM_0337857 QCVARM_1020165
ARMQC_02783595	ARMQC_02789237 QCARM_0338180 QCVARM_1022565
ARMQC_02783597	ARMQC_02789248 QCARM_0338352 QCVARM_1023587
ARMQC_02783599	ARMQC_02789251 QCARM_0339100 QCVARM_1023593
ARMQC_02783601	ARMQC_02789253 QCARM_0343120 QCVARM_1030726
ARMQC_02783603	ARMQC_02797236 QCARM_0343533 QCVARM_1030813
ARMQC_02783615	ARMQC_02797282 QCARM_0343954 QCVARM_1034899
ARMQC_02783616	ARMQC_02797298 QCARM_3474751 QCVARM_1068402
ARMQC_02783617	ARMQC_02797302 QCARM_3480078 QCVARM_1069705
ARMQC_02783618	ARMQC_02797306 QCARM_3633088 QCVARM_1120137
ARMQC_02783619	ARMQC_02797308 QCVARM_0452199 QCVARM_1120153
ARMQC_02783731	ARMQC_02797314 QCVARM_0523650 QCVARM_1120994
ARMQC_02783848	ARMQC_02797358 QCVARM_0524237 QCVARM_1121930
ARMQC_02783967	ARMQC_02797379 QCVARM_0524362 QCVARM_1121931
ARMQC_02784120	ARMQC_02797381 QCVARM_0525196 QCVARM_1122733
ARMQC_02784199	ARMQC_02797385 QCVARM_0525344 QCVARM_1151573
ARMQC_02784204	ARMQC_02797419 QCVARM_0526828 QCVARM_1151620
ARMQC_02785291	ARMQC_02797442 QCVARM_0527544 QCVARM_1151964
ARMQC_02785326	ARMQC_02797444 QCVARM_0571705
ARMQC_02785342	ARMQC_02797446 QCVARM_0573056
ARMQC_02785344	ARMQC_02797449 QCVARM_0600042

Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
Documents Considered List

Exhibit B

This list supplements Exhibit C to the Kennedy Opening Report filed on August 8, 2025. In connection with my review and analysis, I have considered, reviewed, and relied upon materials summarized in this Exhibit, as well as those summarized on Exhibit C to the Kennedy Opening Report filed on August 8, 2025.

Date	Description
Research	
Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025	
Morningstar Equity Analyst Report: Qualcomm Inc, as of November 7, 2024	
Qualcomm Incorporated Form 10-K for the fiscal year ended September 24, 2023	
Qualcomm Incorporated Form 10-K for the fiscal year ended September 29, 2024	
https://dart.deloitte.com/USDART/home/codification/revenue/asc606-10/roadmap-revenue-recognition/chapter-7-step-4-allocate-transaction/7-3-determine-stand-alone-selling	
https://investors.arm.com/static-files/c383780b-44f8-42c0-a125-4f6db0b8eb06	
https://www.linkedin.com/in/dawn-hill-montemagni/	
https://www.linkedin.com/in/siliconip/	
https://www.qualcomm.com/snapdragon/device-finder/samsung-galaxy-s24	
https://www.reuters.com/technology/artificial-intelligence/qualcomm-revamps-mobile-phone-chips-ai-signs-samsung-others-2024-10-21/	

EXHIBIT C

EXHIBIT 32

**United States District Court
District of Delaware
Civil Action No. 1:24-cv-00490-MN**

**Qualcomm Incorporated and
Qualcomm Technologies, Inc.**

v.

Arm Holdings plc

**Reply Expert Report of Patrick F. Kennedy, Ph.D.
September 19, 2025**

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.

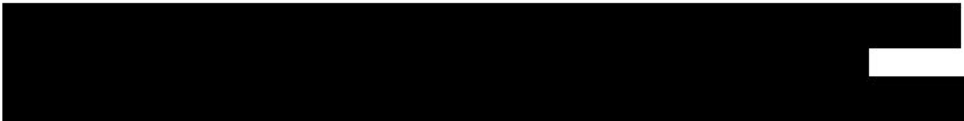





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	■ [REDACTED]	
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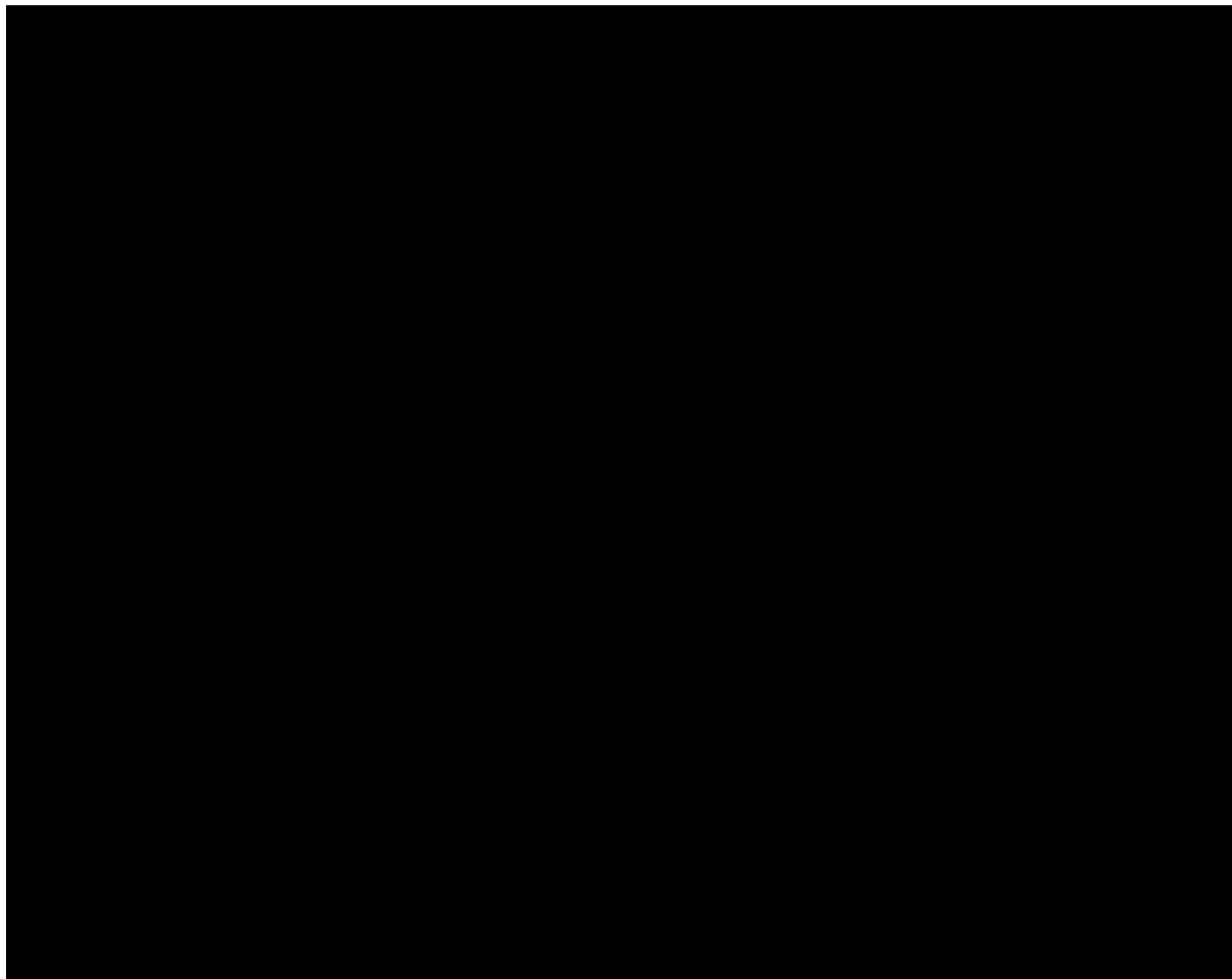
QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.

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I. INTRODUCTION

1. I have been retained by Counsel representing Qualcomm Incorporated and Qualcomm Technologies, Inc. (collectively referred to in this report as “Plaintiffs” or “Qualcomm”) to evaluate damages related to certain claims asserted by Qualcomm against Arm Holdings plc (“Arm” or “Defendant”)¹ related to the alleged wrongful conduct described in Qualcomm’s Second Amended Complaint in this action.²

2. On August 8, 2025, I issued an expert report in this matter (the “Kennedy Opening Report”). On September 5, 2025, Mr. Thomas W. Britven, Arm’s damages expert, issued an expert report (the “Britven Report”), reflecting his opinions and responding to my opinions reflected in the Kennedy Opening Report.³ Also on September 5, 2025, Professor Timothy Simcoe issued an expert report (the “Simcoe Report”), reflecting his opinions and responding to the opinions of Professor Eric Posner, Qualcomm’s retained expert on anticompetitive conduct and unfair competition.⁴ The Simcoe Report also responds to certain aspects of my analysis of Qualcomm’s damages related [REDACTED].⁵ The purpose of this report is to address and respond to the opinions and analysis in the Britven Report, as well as certain opinions of the Simcoe Report.⁶ Additionally, since the issuance of the Kennedy

¹ I am aware that there is a pending motion to amend Qualcomm’s Second Amended Complaint to name both Arm Holdings plc and Arm Ltd. as Defendants. Nothing in my analysis and quantification of certain categories of Qualcomm’s claimed damages is dependent on which Arm corporate entity(ies) are named Defendant(s). See Plaintiffs’ Motion for Leave to Amend the Complaint to Name Arm Holdings Plc. And Arm Ltd. as Individual Defendants, August 1, 2025.

² Second Amended Complaint, *Qualcomm Inc. and Qualcomm Technologies, Inc. v. Arm Holdings plc f/k/a Arm Ltd.*, Civil Action No. 1:24-cv-00490-MN, June 3, 2025 (“Second Amended Complaint”), pp. 1-6.

³ Expert Report of Thomas W. Britven, September 5, 2025, (“Britven Report”).

⁴ Rebuttal Expert Report of Professor Timothy S. Simcoe, September 5, 2025 (“Simcoe Report”).

⁵ Simcoe Report, p. 6.

⁶ I understand that other Arm experts also issued their respective reports on September 5, 2025, specifically Dr. Michael Brogioli and Mr. Steven Richards. In their respective reports, Dr. Brogioli and

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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Opening Report, Arm has produced additional license agreements with third parties. With this newly produced information, I supplement my opinions in the Kennedy Opening Report related to Arm's third-party agreements in this report.⁷

3. This report incorporates my previous disclosures concerning my professional background and experience, the materials subject to my review, and my expert opinions regarding economic damages associated with the claims asserted in this case. This report summarizes my current opinions given the information available to me at this time. I understand that Arm has not completed production of all documents relevant to my report including, specifically, its production of third-party license agreements. If I receive additional relevant information, I reserve the right to prepare a supplemental report incorporating this new information.

II. MATERIALS CONSIDERED

4. In connection with my continuing review and analysis, I have considered, reviewed, and relied upon materials and information cited in the Kennedy Opening Report and Exhibit C thereto and the additional information and materials cited in this report and generally summarized at the attached **Exhibit B**.

Mr. Richards claim to respond to certain of my opinions in the Kennedy Opening Report. However, based on my review of their reports, they appear to be responding to factual summaries in the Kennedy Opening Report, as opposed to my expert opinions. Therefore, I do not explicitly reply to Dr. Brogioli's or Mr. Richards' report in this reply report.

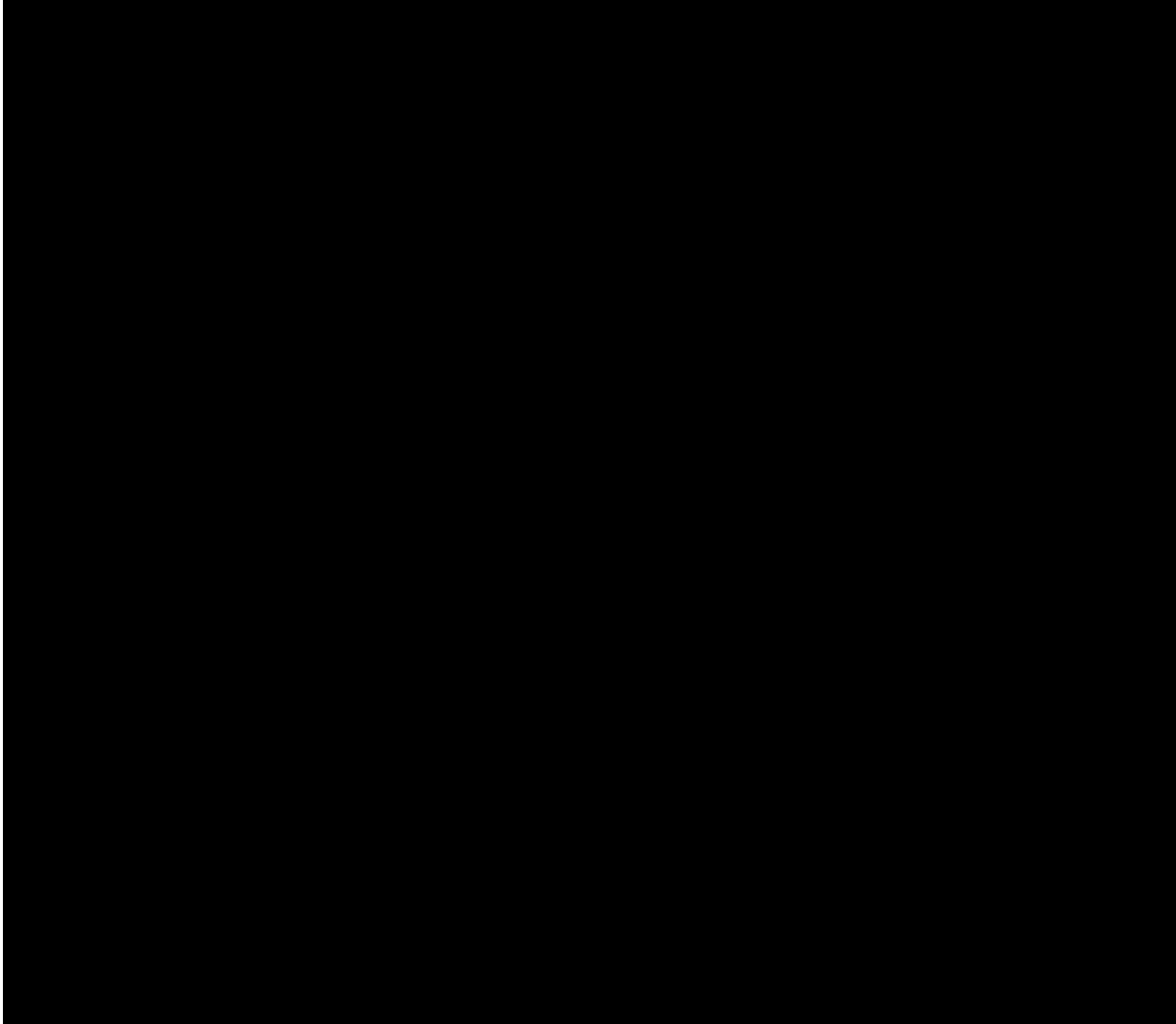
⁷ As discussed below, Arm produced agreements related to an additional [REDACTED] third parties over the last 15 days, with the latest agreements produced on the due date of this report. As such, I have not completed my analysis of all of these additional third-party agreements, and do not include analysis of certain of them in this report, and I specifically reserve the right to supplement my opinions with respect to all of Arm's third-party agreements.

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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III. ANALYSIS OF NEWLY PRODUCED ARM AGREEMENTS

5. Since the date of the Kennedy Opening Report, Arm has produced agreements related to an [REDACTED], as shown in the figure below.

Figure 1: Summary of Arm Third-Party Agreements⁸



⁸ Schedule 6-Supplemental; ARMQC_02797236-281; ARMQC_02797282-297; ARMQC_02797298-301; ARMQC_02797302-305; ARMQC_02797306-307; ARMQC_02797308-313; ARMQC_02797314-357; ARMQC_02797358-378; ARMQC_02797379-380; ARMQC_02797381-384; ARMQC_02797385-418; ARMQC_02797419-441; ARMQC_02797442-443; ARMQC_02797444-445;

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6. As shown in the figure above, [REDACTED] of these additional third parties' agreements were produced on September 4, 2025 (the day before the issuance of Mr. Britven's report), [REDACTED] were produced on September 11, 2025 (eight days before the due date of this reply report), [REDACTED] were produced on September 15, 2025 (four days before the due date of this reply report), [REDACTED] were produced on September 16, 2025 (three days before the due date of this reply report), and [REDACTED] was produced on September 19, 2025 (the due date of this reply report). Because it takes time for counsel to upload the production to the document review platform and render the documents in a format that I can review, I was not able to begin my review of each agreement until a day or two after the production. I have preliminarily reviewed the agreements produced on September 4, 2025 and September 11, 2025 and incorporate my preliminary analysis of those agreements in this report. I have not yet reviewed the agreements produced on September 15, 16, and 19, 2025, which total more than 800 pages.⁹ Given the extremely short window that Arm's production schedule has provided to review these agreements, I reserve the right and intend to supplement my analysis of Arm's third-party agreements produced after the date of the Kennedy Opening Report, including any agreements that have not yet been produced.

ARMQC_02797446-448; ARMQC_02797449-453; ARMQC_02797454-484; ARMQC_02797485-526; ARMQC_02797527-546; ARMQC_02797547-548; ARMQC_02797549-551; ARMQC_02797552-554; ARMQC_02797555-561; ARMQC_02797562-600; ARMQC_02797601-602; ARMQC_02797603-609; ARMQC_02797610-624; ARMQC_02797625-668; ARMQC_02797669-688; ARMQC_02797689-691; ARMQC_02797692-698; ARMQC_02797699-739; ARMQC_02797740-759; ARMQC_02797760-762; ARMQC_02797763-764; ARMQC_02797765-766; ARMQC_02797767-774; ARMQC_02797775-777; ARMQC_02797778-942; ARMQC_02797943-971; ARMQC_02797972-982; ARMQC_02797983-984; ARMQC_02797985-986; ARMQC_02797987-996; ARMQC_02797997-032; ARMQC_02798033-034; ARMQC_02798035-039; ARMQC_02798040-056; production dates per Counsel.

⁹

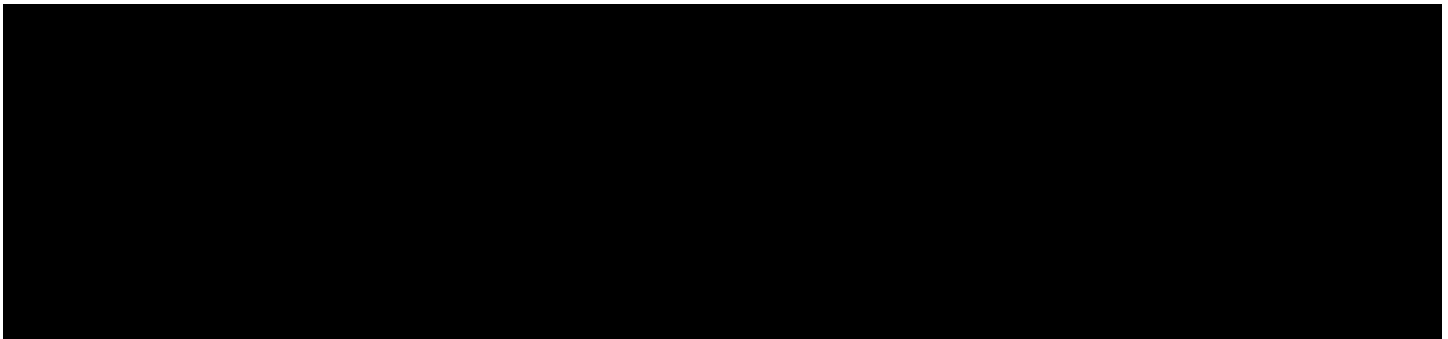
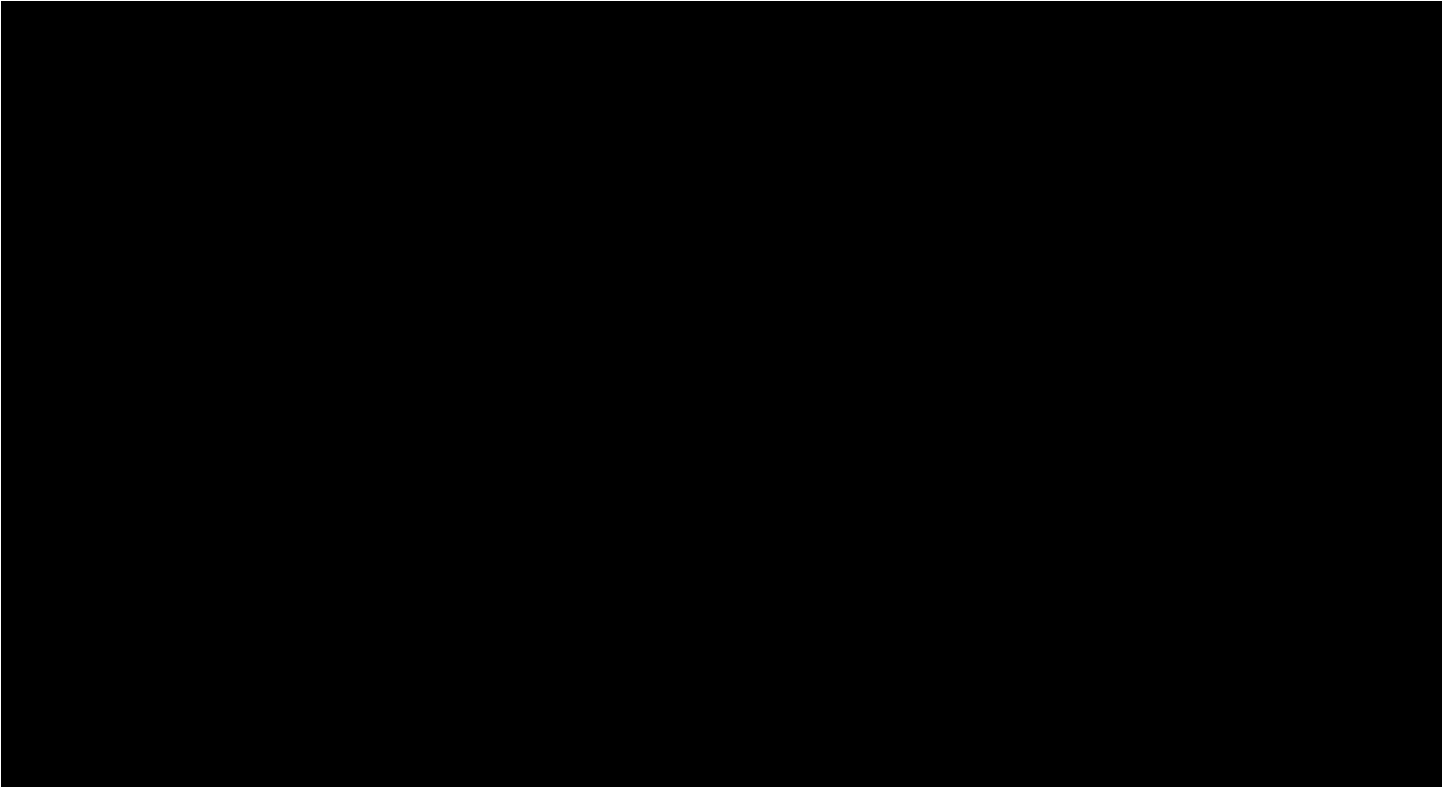
[REDACTED]

ARMQC_02797987-996 at '990.

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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A. Royalty Rates for [REDACTED] in the Newly Produced Arm Agreements

7. In the figure below, I indicate which of the relevant Arm Implementation Cores are licensed in each of Arm's third-party agreements that I have been able to preliminarily review.



¹⁰ Schedule 6-Supplemental.

¹¹ [REDACTED]. See ARMQC_02779412-432, ARMQC_02783512-532, ARMQC_02789005-047, ARMQC_02789048-068, ARMQC_02789069-070, ARMQC_02789071-073, ARMQC_02789074-076, and ARMQC_02789077-081. [REDACTED]
[REDACTED] See ARMQC_02779269-313 at '269. I

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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[REDACTED]

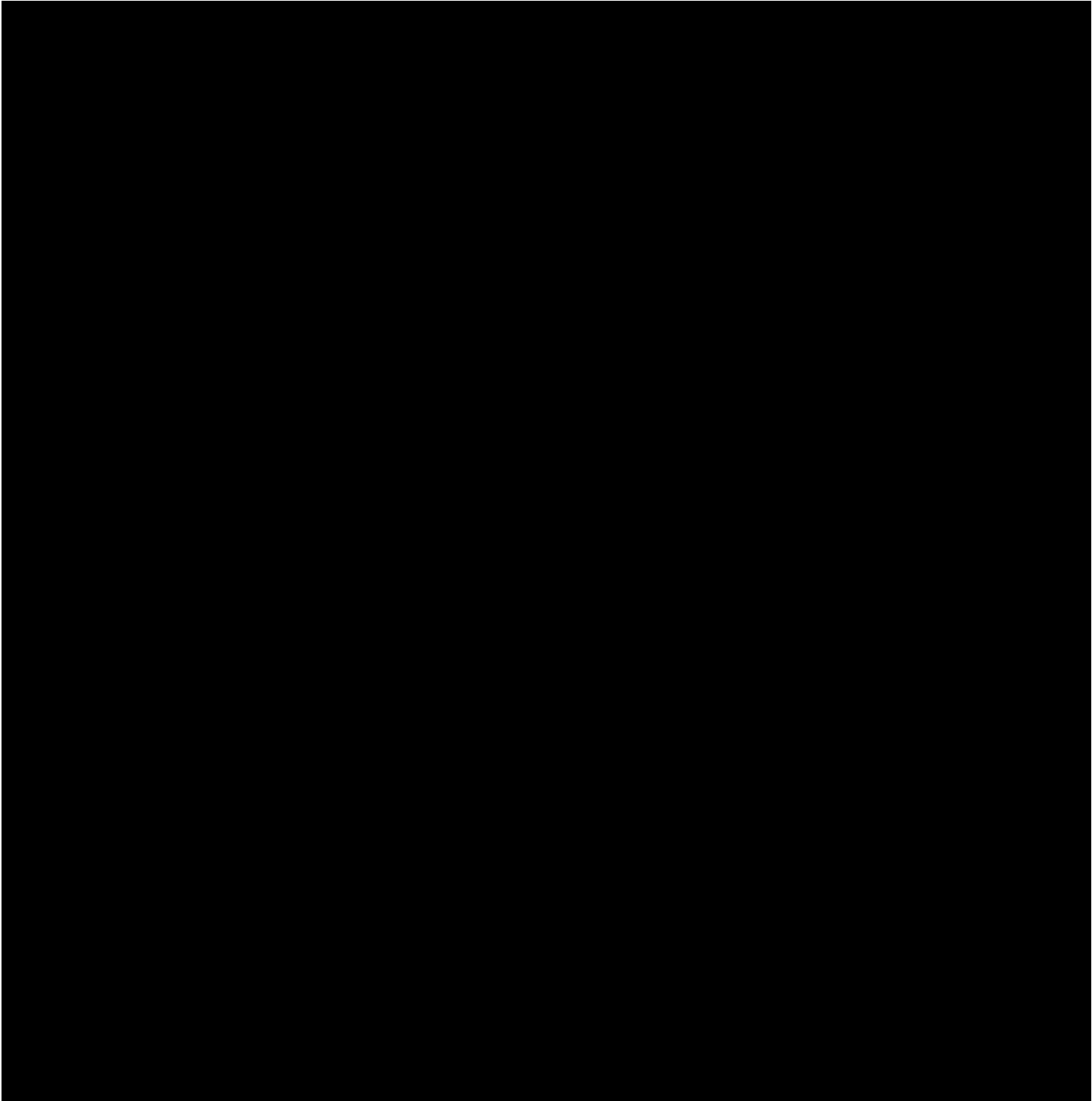
Opening Report. I supplement that analysis here with the additional licenses produced by Arm on September 4, 2025 and September 11, 2025. I note that Arm has still not produced its agreement with [REDACTED], which Arm contends was used as the basis for [REDACTED] for [REDACTED].¹² As noted in the Kennedy Opening Report, I do not contend that this analysis represents a complete analysis of Arm's agreements with third parties discussed herein. As described above, I reserve the right to, and intend to, supplement my report after my complete review of Arm's third-party agreements produced after the date of the Kennedy Opening Report, as well as if/when any additional agreements and/or supporting documentation are produced and/or any Arm fact witness provides testimony after the date of this reply report regarding any of these agreements.

9. In the figures below, I compare the [REDACTED] [REDACTED]

[REDACTED] to the various agreements produced by Arm.

[REDACTED] See ARMQC_02789069-070, ARMQC_02789077-081, and ARMQC_02783619-730 at '623-'628.
¹² Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61.

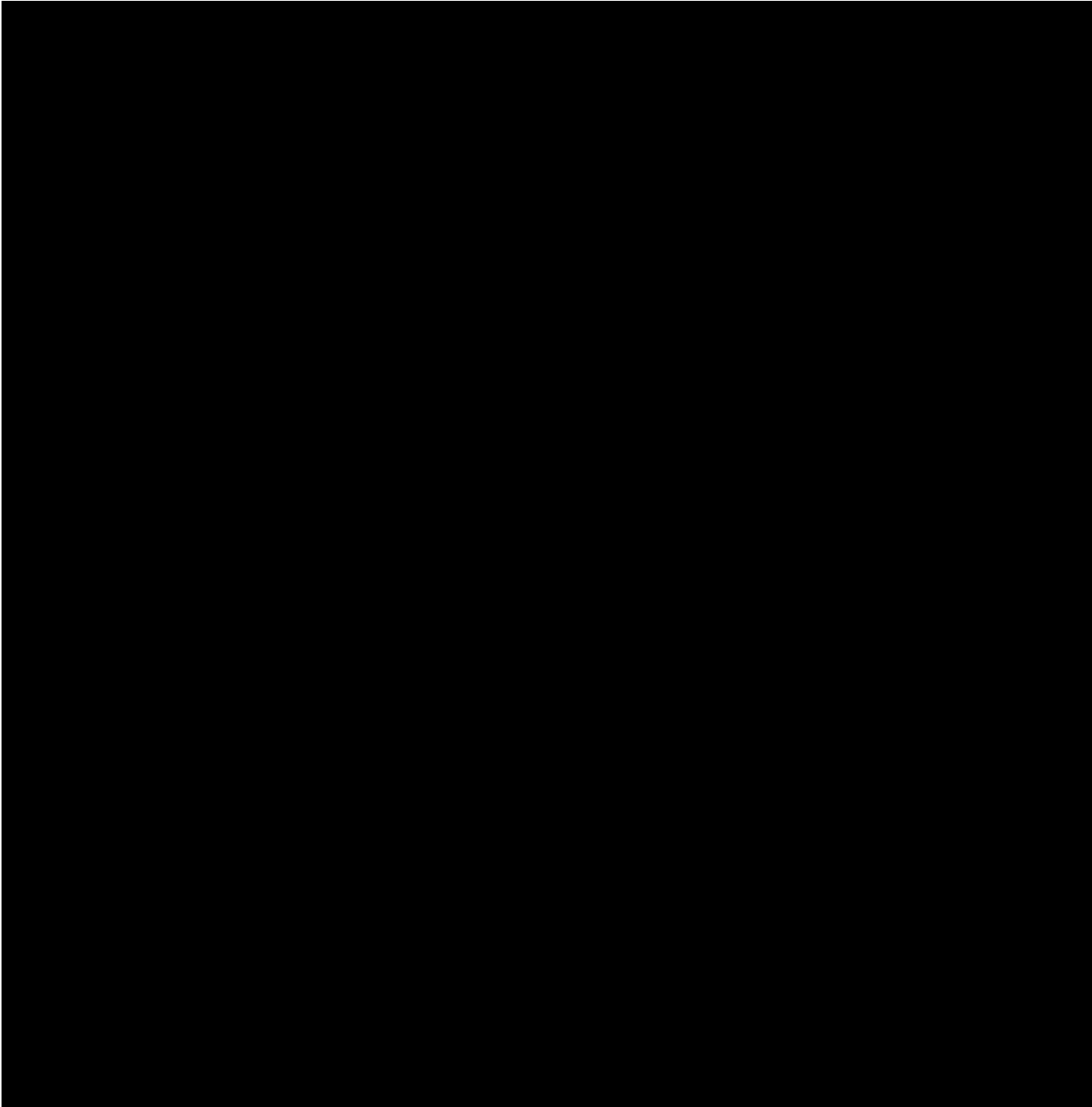
QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
V. ARM HOLDINGS PLC



¹³ Schedule 6-Supplemental; QCVARM_0616967-969 at '968. I note that royalty rate percentages for

¹⁴ Schedule 6-Supplemental; QCVARM_0616967-969 at '968.

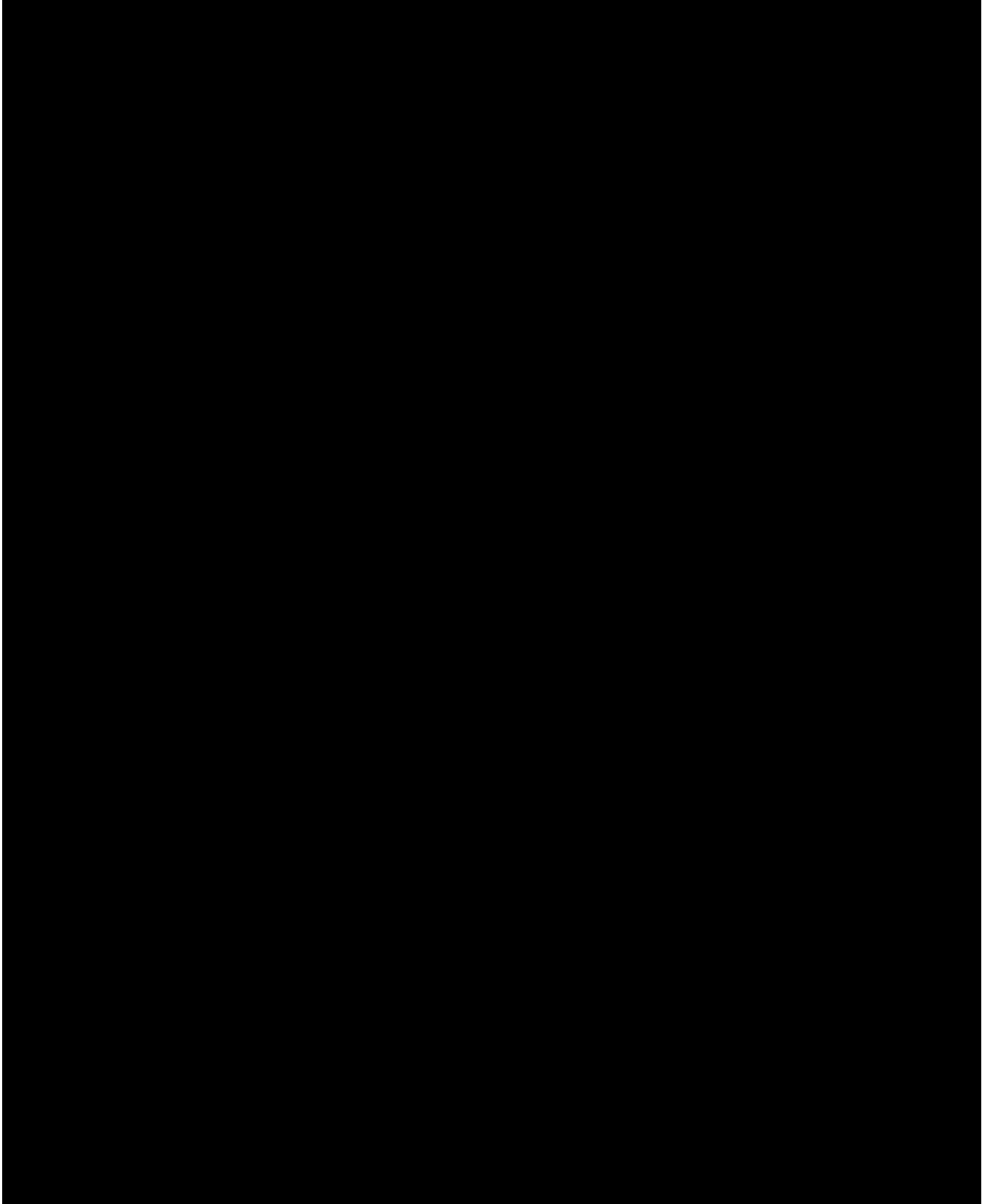
**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
V. ARM HOLDINGS PLC**



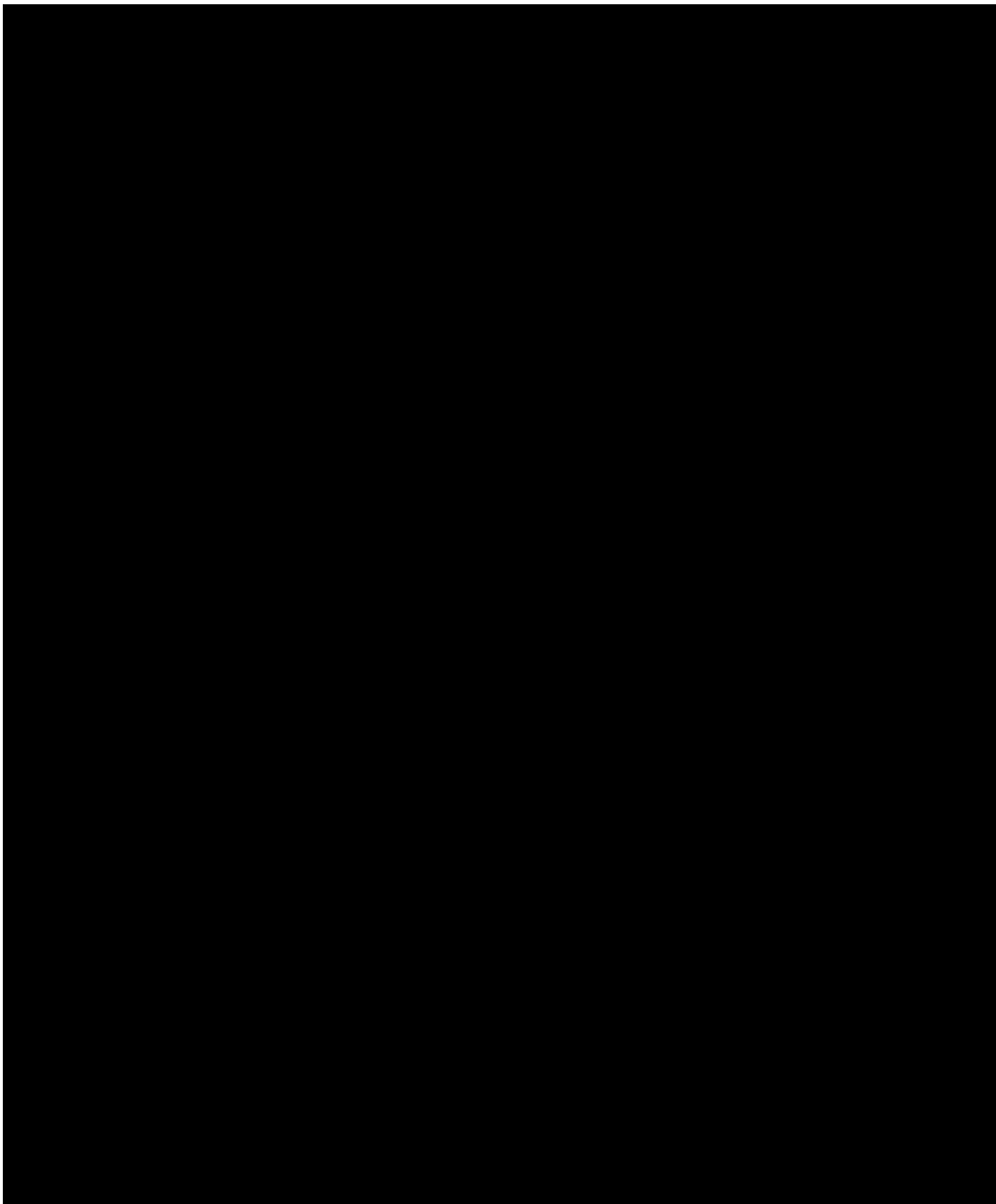
¹⁵ Schedule 6-Supplemental; QCVARM_0616967-969 at '968.

¹⁶ Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61.

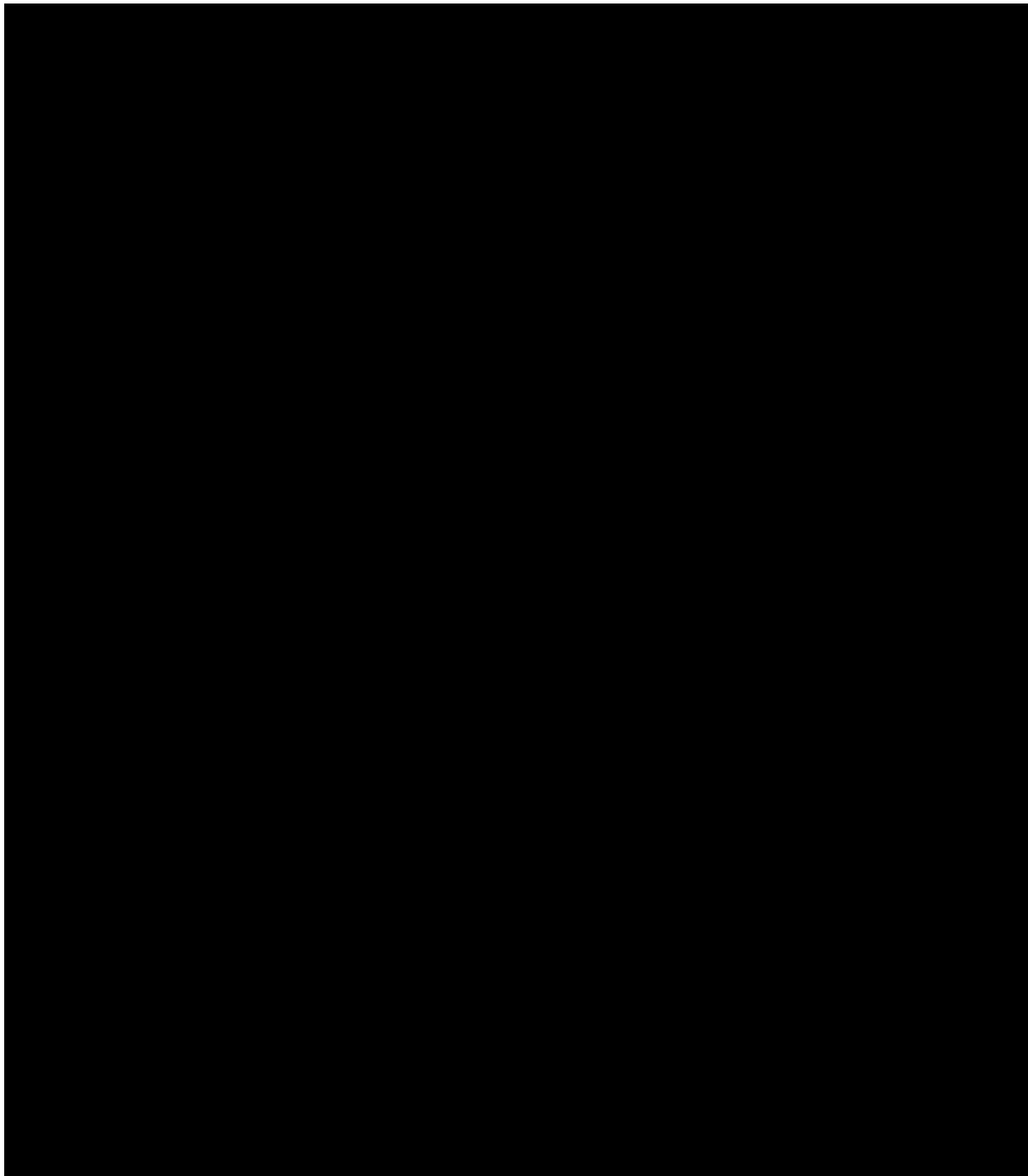
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v. ARM HOLDINGS PLC**



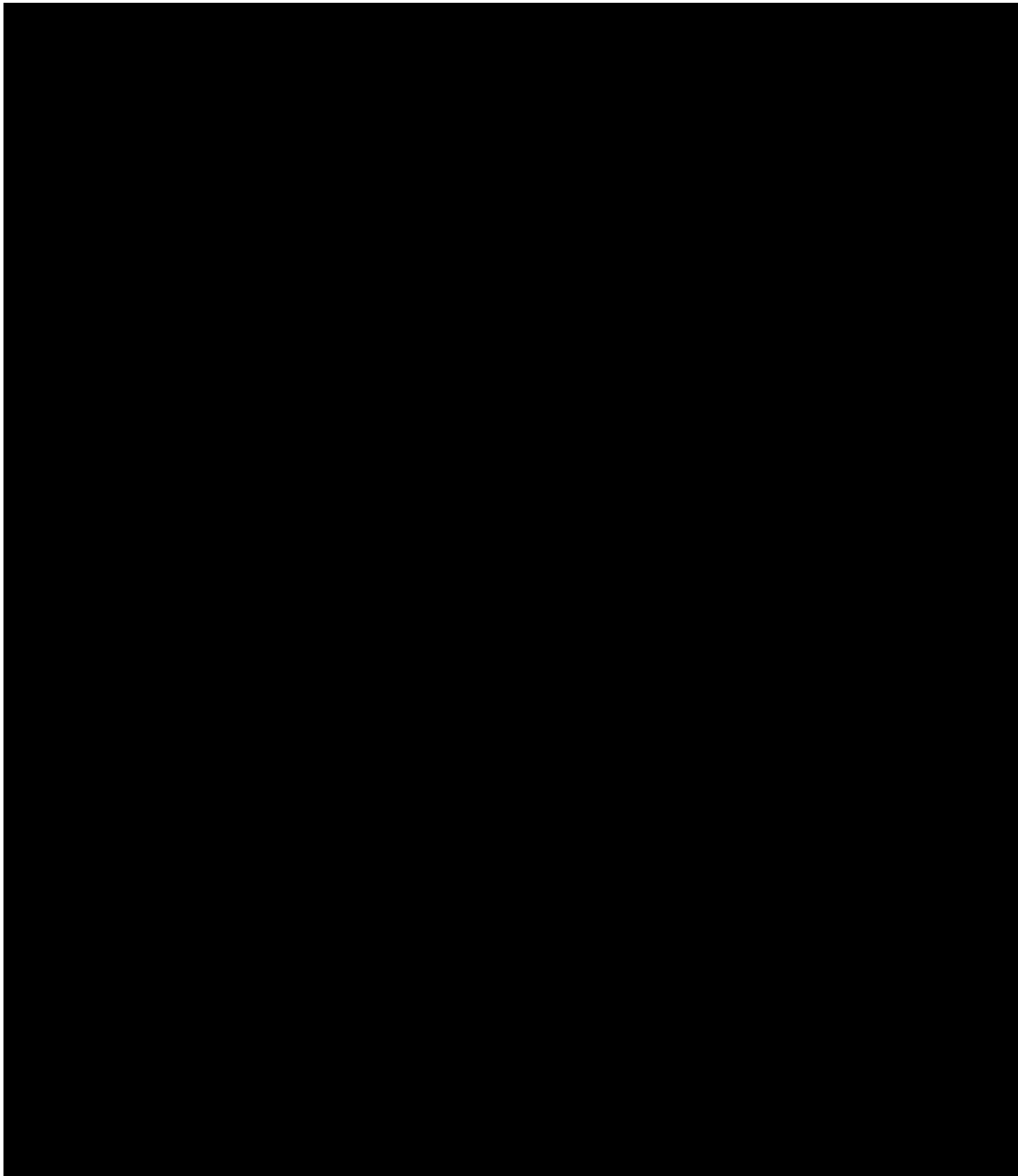
**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
v. ARM HOLDINGS PLC**



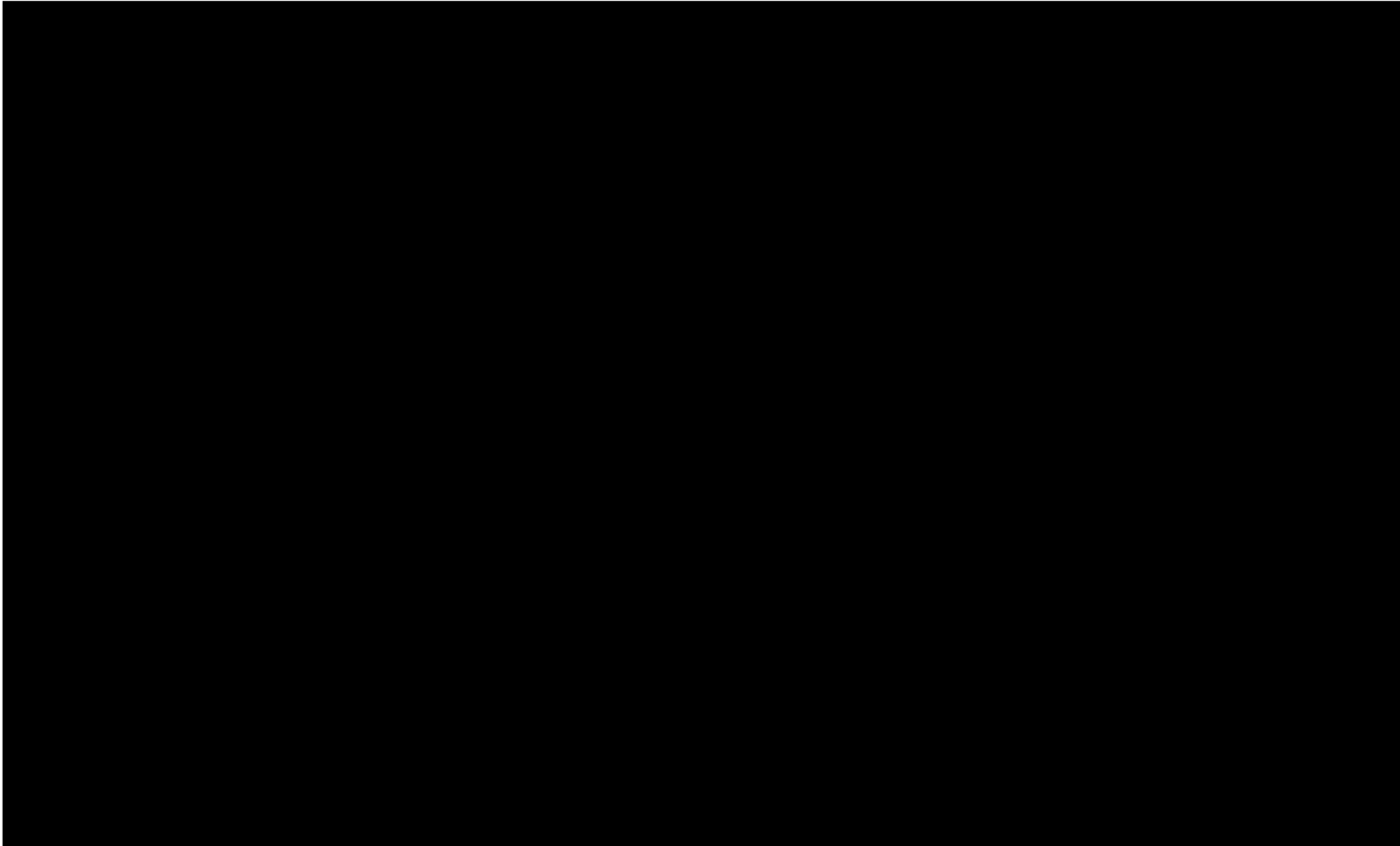
**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
V. ARM HOLDINGS PLC**



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IV. SUMMARY OF THE BRITVEN REPORT

18. As discussed above, on September 5, 2025, Mr. Britven issued an expert report, rebutting the Kennedy Opening Report. In the following sections, I provide a summary of the sections of the Britven Report that are relevant to my reply opinions.

⁴³ ARMQC_02783619-730 at '625-627. I do not have enough information to determine if/when [REDACTED] shifted from being included in the Advanced package variant to the Regular package variant. Because [REDACTED] was included in the Regular package variant as of [REDACTED], I do not see an economic basis for the increase in the offered price for [REDACTED] reflected in the [REDACTED] given the maturity of this IP.

⁴⁴ Kennedy Opening Report, p. 30.

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A. Arm's [REDACTED]

i. Mr. Britven's Understanding of Arm's [REDACTED]
[REDACTED]

[REDACTED].⁴⁵ I note that Mr. Britven's understanding of Arm's [REDACTED] is based on an interrogatory response, deposition testimony, and interviews of the following Arm personnel:

- Akshay Bhatnagar, Senior Manager of North America Licensing⁴⁶
- Jeffrey Fonseca, Director and Partner Manager, Sales⁴⁷
- Karthik Shivashankar, Senior Director of Commercial Strategy and Licensing⁴⁸
- Ehab Youssef, Vice President and Deputy General of Licensing, Legal Ops, and Trade Compliance⁴⁹

20. Outside of the deposition testimony and interrogatory response, the only documents cited in Mr. Britven's description of his understanding of Arm's [REDACTED] are Arm licenses with third parties, [REDACTED], and public websites about Qualcomm's and [REDACTED] businesses.⁵⁰ He does not identify any Arm [REDACTED],

⁴⁵ Britven Report, pp. 34-35.

⁴⁶ Deposition of Akshay Bhatnagar, July 10, 2025, p. 8.

⁴⁷ 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 11.

⁴⁸ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, p. 20.

⁴⁹ Deposition of Ehab Youssef, June 26, 2025, p. 20.

⁵⁰ Britven Report, pp. 34-38.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

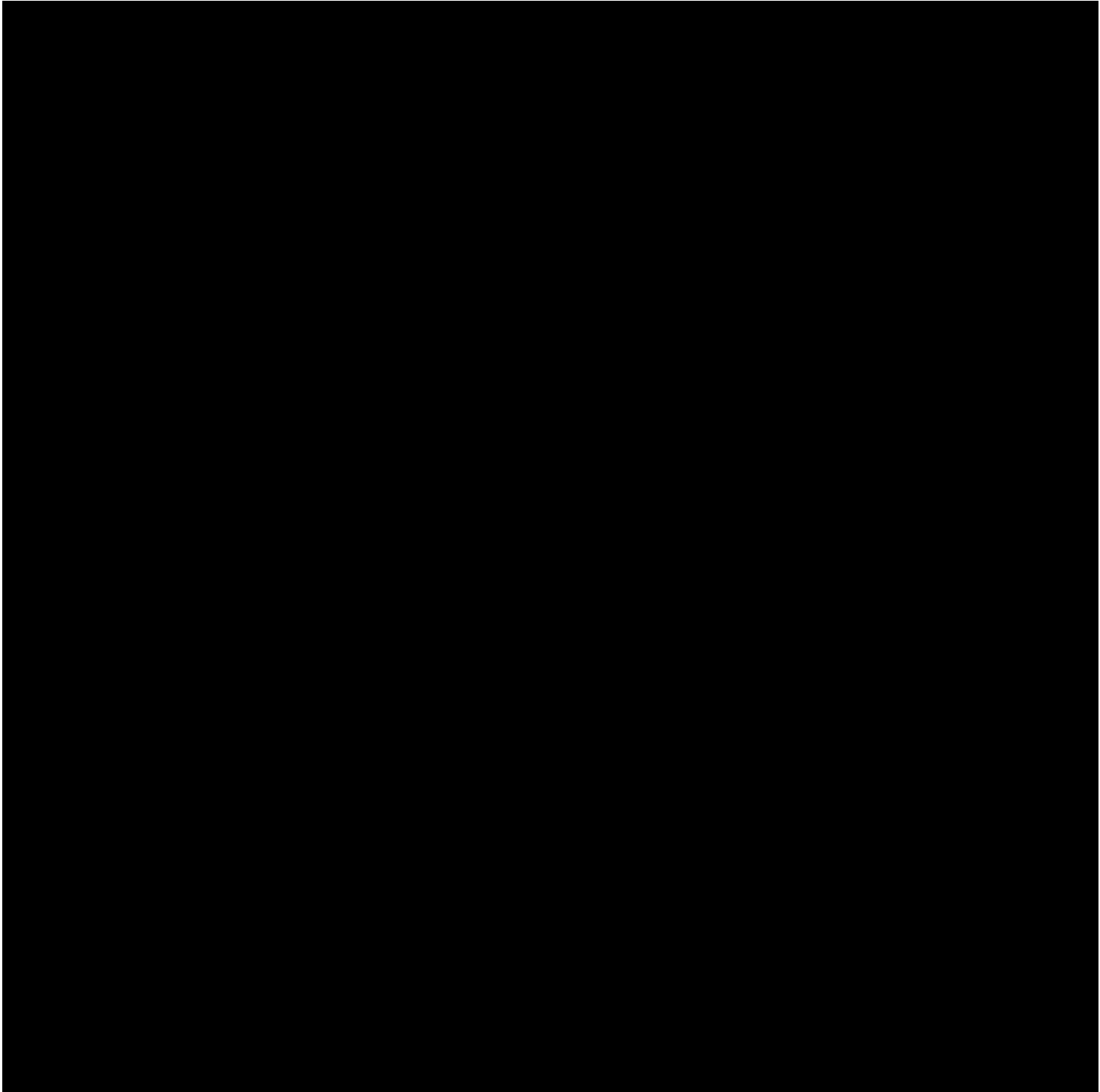
23. As noted above, Mr. Britven's report does not reference any Arm documents,

[REDACTED]

[REDACTED] "55

⁵¹ Britven Report, pp. 34-35.
⁵² Britven Report, p. 37.
⁵³ Britven Report, pp. 35, 37.
⁵⁴ Britven Report, p. 35.
⁵⁵ Britven Report, p. 35.

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⁵⁶ Britven Report, p. 36.
⁵⁷ Britven Report, p. 35-36.
⁵⁸ Britven Report, pp. 36, 68.
⁵⁹ Britven Report, p. 37.
⁶⁰ Britven Report, p. 37.
⁶¹ Britven Report, p. 37.

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[REDACTED]

ii. Mr. Britven's Opinions Regarding [REDACTED]

27. In light of his description of Arm's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

⁶² Britven Report, p. 37, fn. 194.
⁶³ Britven Report, p. 37, fn. 194.
⁶⁴ Britven Report, pp. 29, 34-38.
⁶⁵ Britven Report, pp. 39-60.

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[REDACTED]

29. Mr. Britven ultimately opines that [REDACTED]

[REDACTED]

[REDACTED] "67

[REDACTED]

⁶⁶ Britven Report, pp. 61-69.

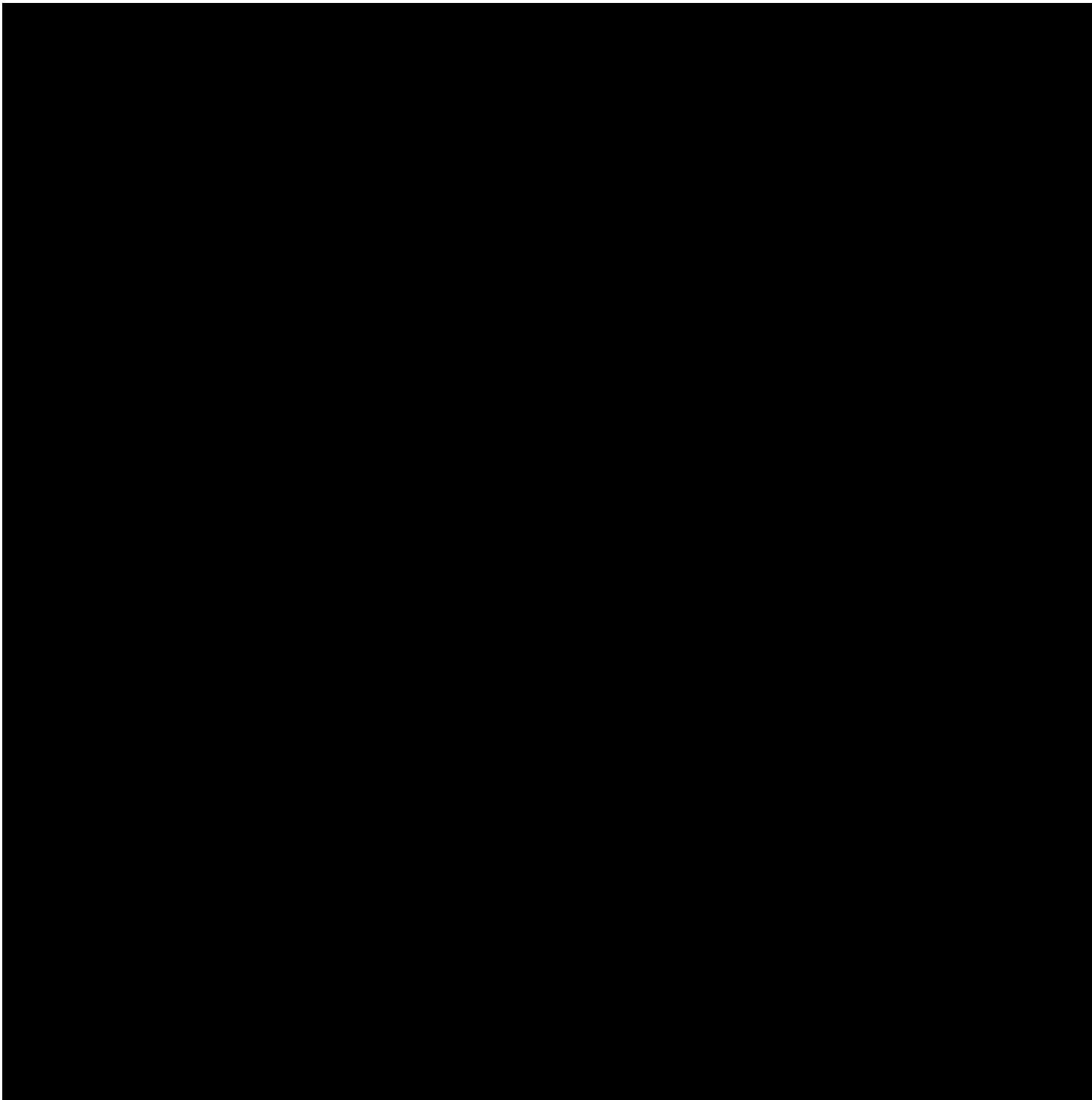
⁶⁷ Britven Report, p. 39.

⁶⁸ Britven Report, p. 67.

⁶⁹ Britven Report, p. 67.

⁷⁰ Britven Report, pp. 67-68.

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- ⁷¹ Britven Report, p. 68.
⁷² Britven Report, p. 68.
⁷³ Britven Report, p. 69.
⁷⁴ Britven Report, p. 69.
⁷⁵ Britven Report, pp. 68-69.
⁷⁶ Britven Report, p. 70 (emphasis in original).

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- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

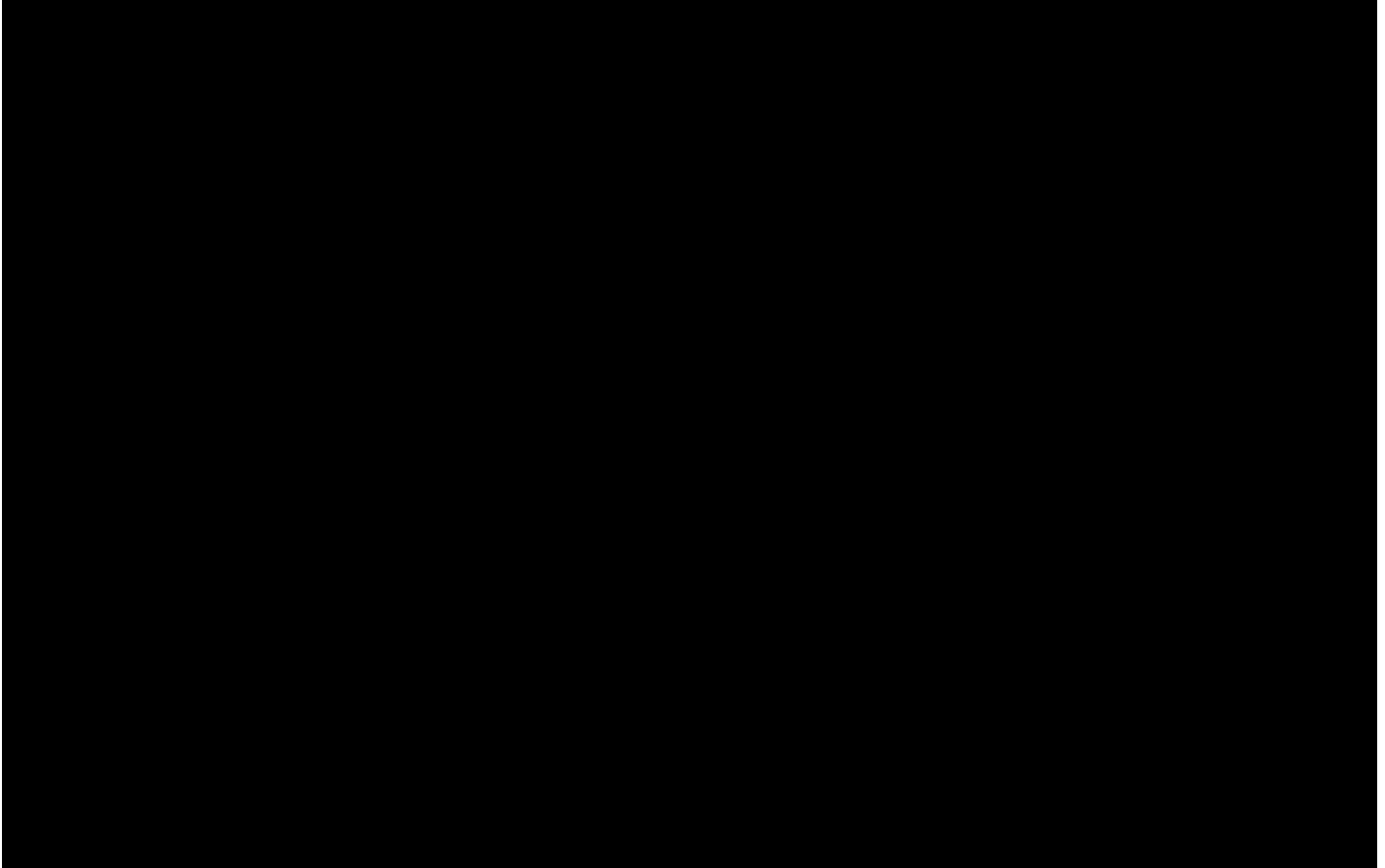
iii. Mr. Britven's Opinion that Certain Benchmarks Are Not Relevant Under

[REDACTED]

⁷⁷ Britven Report, pp. 72-73.

⁷⁸ Britven Report, p. 73.

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iv. Mr. Britven's Opinion that the Kennedy Opening Report Analysis of Third-Party Agreements Is Incomplete

36. Mr. Britven claims that the analysis of third-party agreements with respect to determining a [REDACTED] in the Kennedy Opening Report is "incomplete" based on "Arm's

⁷⁹ Britven Report, p. 73.

⁸⁰ Britven Report, pp. 73-74.

⁸¹ Britven Report, pp. 74-75.

⁸² Britven Report, p. 75.

⁸³ Britven Report, p. 76.

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[REDACTED]⁸⁴ Mr. Britven claims that the
[REDACTED]

- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]
- I [REDACTED]

37. Ultimately, Mr. Britven opines that “the Kennedy Report (while recognizing its own analysis to be incomplete) fails to show that [REDACTED]

B. Mr. Britven’s Analysis of Alleged Overpayment for At-Issue Peripheral IP

38. Mr. Britven opines that Arm’s [REDACTED] for the Peripheral IP were commercially reasonable, and that Qualcomm did not incur any overpayment

⁸⁴ Britven Report, pp. 79-80.

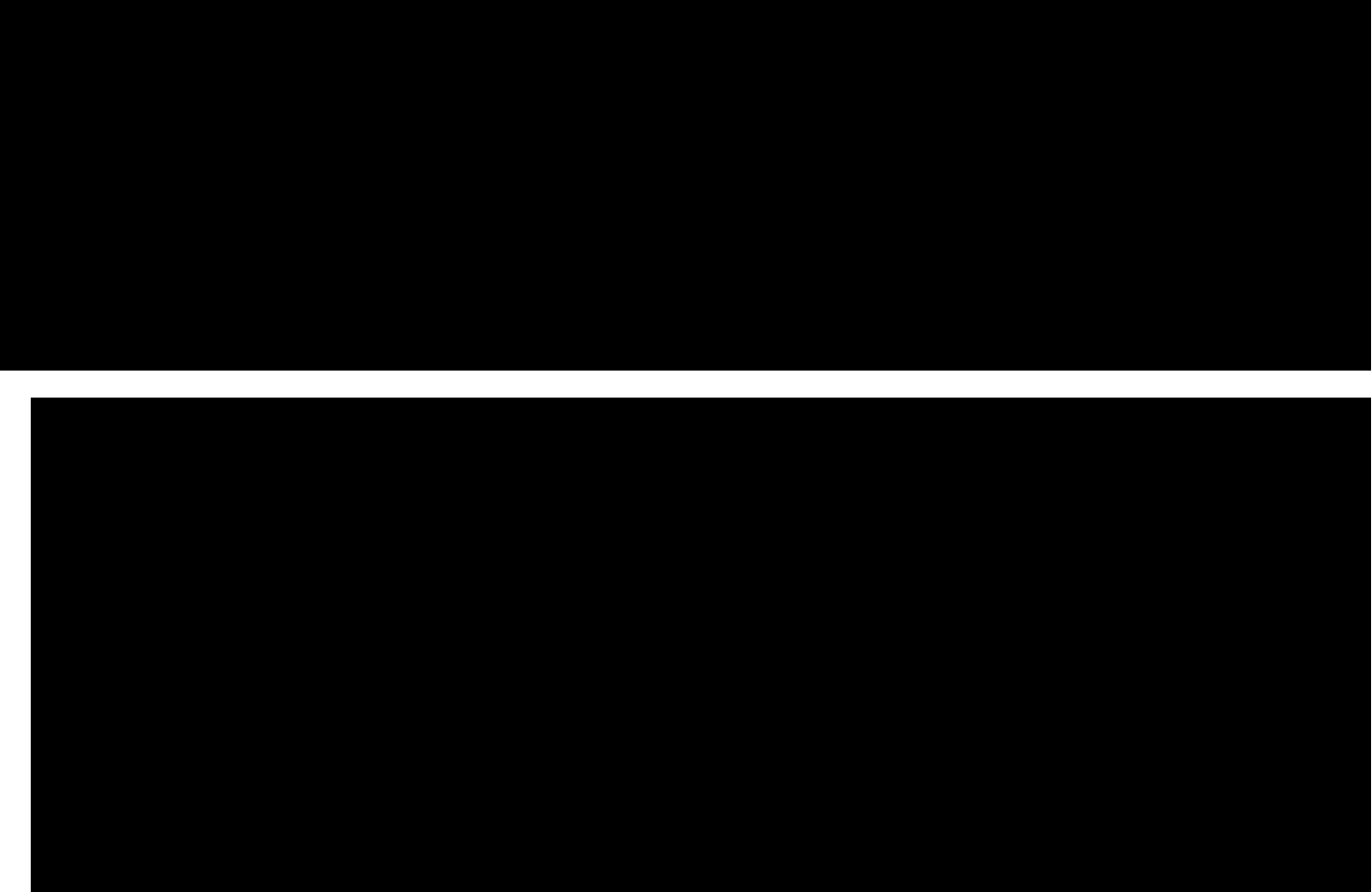
⁸⁵ [REDACTED]

Britven Report, pp. 39-40.

⁸⁶ Britven Report, pp. 79-80 (emphasis omitted).

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for Arm technology.⁸⁷ Specifically, Mr. Britven claims that “the evidence indicates that Qualcomm itself did not object to Arm’s offer and determined it could ‘absorb’ the price increase. The fact that Qualcomm now claims in hindsight several million dollars in damages for an offer that it accepted and paid undermines the notion that it was ‘harmed’ or suffered ‘damages’ as a result of Arm’s offer.”⁸⁸ Mr. Britven opines that this evidence “indicates that the prices Qualcomm paid for the Peripheral IP at Issue were reasonable” and therefore, “[i]n the event the trier-of-fact agrees, damages under this cause of action are zero.”⁸⁹



⁸⁷ Britven Report, pp. 87-88.

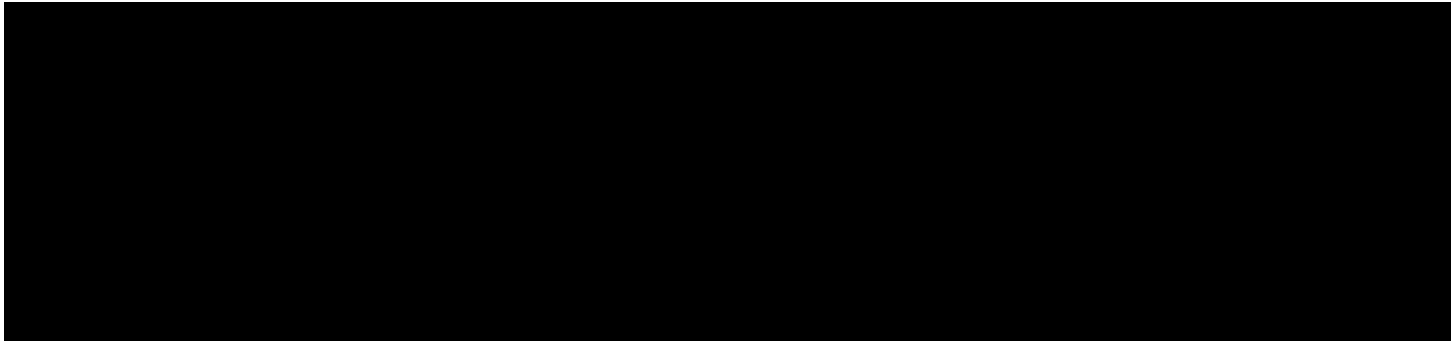
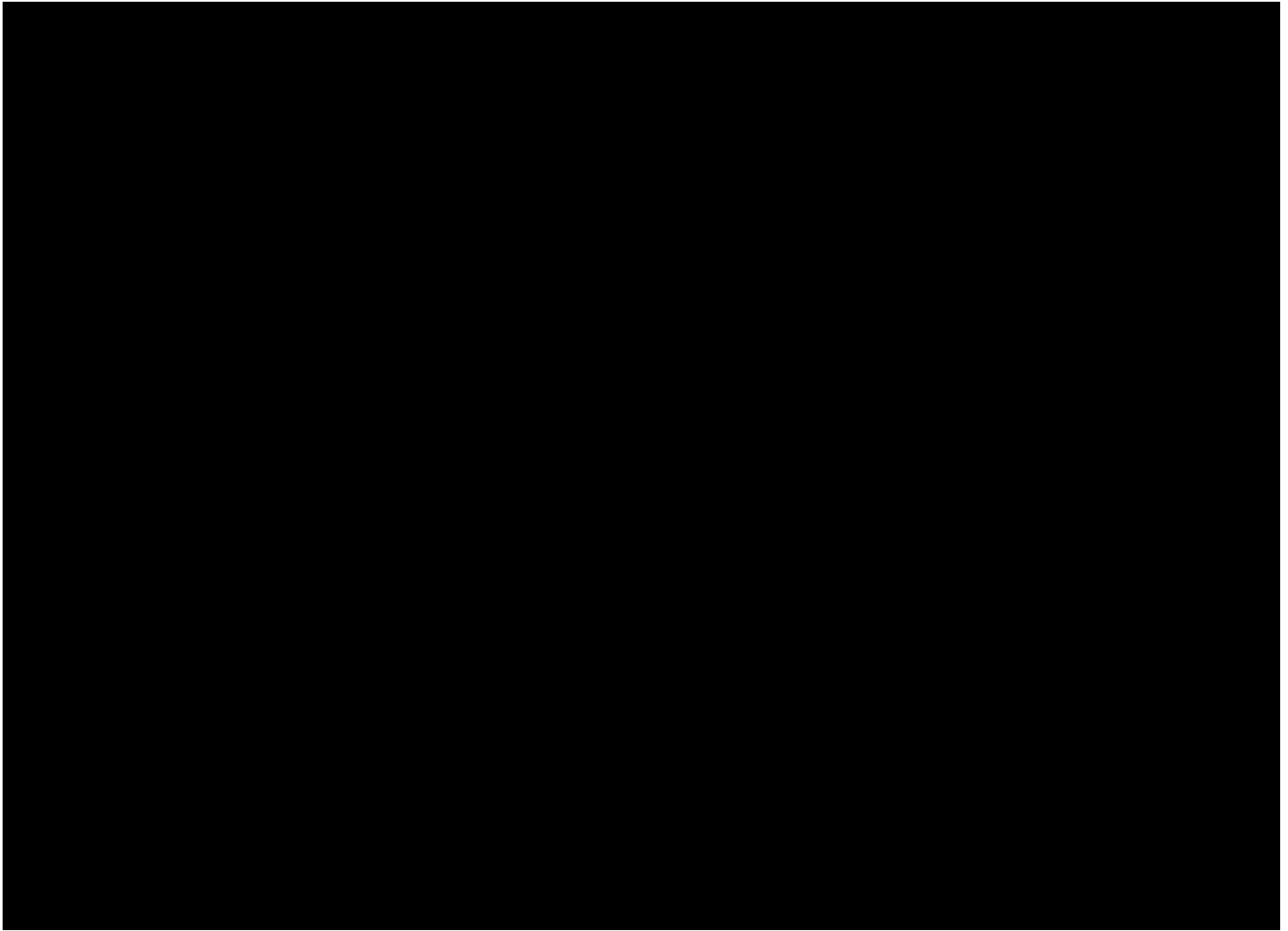
⁸⁸ Britven Report, pp. 87-88.

⁸⁹ Britven Report, p. 88.

⁹⁰ Britven Report, pp. 84-85.

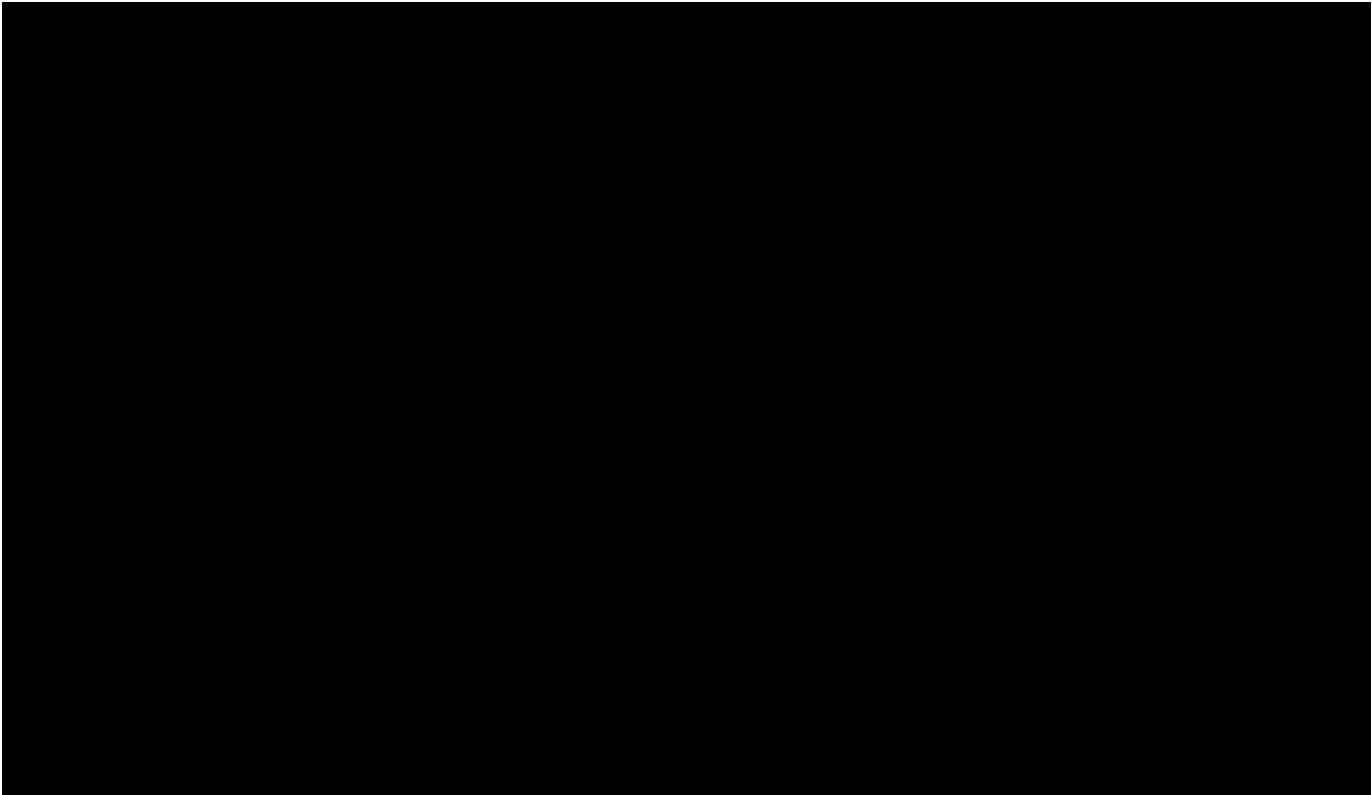
⁹¹ Britven Report, pp. 84-85.

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⁹² Britven Report, p. 85.
⁹³ Britven Report, p. 85.
⁹⁴ Britven Report, p. 85.
⁹⁵ Britven Report, pp. 86-87.
⁹⁶ Britven Report, pp. 86-87.
⁹⁷ Britven Report, p. 99.

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V. SUMMARY OF RELEVANT OPINIONS IN THE SIMCOE REPORT

44. [REDACTED]

[REDACTED] Mr. Simcoe opines that I provide no evidence that Qualcomm has suffered harm from Arm's alleged anticompetitive conduct.¹⁰³ Specifically, Mr. Simcoe states "Dr. Kennedy merely compares the term sheets before and after the Breach Letter and, as he himself acknowledges, his analysis does not causally link the changes in the terms to Arm's allegedly

⁹⁸ Britven Report, p. 96.

⁹⁹ Britven Report, p. 99.

¹⁰⁰ Britven Report, p. 96.

¹⁰¹ Britven Report, p. 96.

¹⁰² Britven Report, p. 99.

¹⁰³ Simcoe Report, p. 13.

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anticompetitive conduct.”¹⁰⁴ Mr. Simcoe further notes that I did not “construct a but-for world or provide any evidence based on market prices or terms and conditions for an actual license.”¹⁰⁵

45. Mr. Simcoe argues that “there is no real-world compelling evidence of harm to Qualcomm. Qualcomm has continued to grow and experience strong financial performance since its acquisition of Nuvia in March 2021 and public awareness of the lawsuit in August 2022, and it forecasts strong financial performance going forward.”¹⁰⁶ Mr. Simcoe highlights Qualcomm’s growth in revenue and operating profit from [REDACTED] and Qualcomm’s forecasted increases in revenue to support his claim that “Qualcomm’s success in the marketplace undermines its claim that it was ‘harmed’ by Arm’s communications with its customers.”¹⁰⁷

VI. REPLY OPINIONS REGARDING THE BRITVEN REPORT¹⁰⁸

A. Reply to Mr. Britven’s Analysis of [REDACTED]

**Mr. Britven’s opinions regarding [REDACTED]
[REDACTED] are irrelevant**

46. In his report, Mr. Britven claims [REDACTED]

[REDACTED] .¹⁰⁹

However, such an analysis is irrelevant, as it is disconnected from Qualcomm’s claims in this matter. Qualcomm claims that Arm’s [REDACTED] for [REDACTED] does

¹⁰⁴ Simcoe Report, pp. 48, 65.

¹⁰⁵ Simcoe Report, p. 49.

¹⁰⁶ Simcoe Report, p. 48.

¹⁰⁷ Simcoe Report, pp. 49-54.

¹⁰⁸ To the extent that I do not explicitly address or rebut a particular, assumption, analysis, or opinion in Mr. Britven’s report, such omission should not be interpreted as agreement or acceptance of that point.

¹⁰⁹ Britven Report, p. 29.

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not meet specific contractual provisions regarding [REDACTED], as outlined in [REDACTED] of the Qualcomm TLA.¹¹⁰ As such, Mr. Britven's opinions about "[REDACTED]" do not directly address Qualcomm's claims in this litigation related to [REDACTED] the Qualcomm TLA.

47. The issue is not whether Arm "[REDACTED]," as suggested by Mr. Britven. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

¹¹⁰ Second Amended Complaint, pp. 37-38, 52-53, 62-63; QCARM_0343533-587 at '545-546.

¹¹¹ Second Amended Complaint, pp. 37-38, 52-53, 62-63.

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ii. Mr. Britven's opinion that Arm [REDACTED]

a. Mr. Britven does not cite to any documents showing how Arm [REDACTED]

48. Throughout his report, Mr. Britven references [REDACTED]

[REDACTED] Despite his references to this [REDACTED], Mr. Britven's report cites to no documents showing any [REDACTED]

[REDACTED]. Instead, Mr. Britven simply cites to Arm's interrogatory response and the depositions of and conversations with Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef.¹¹³

49. Arm's interrogatory response does not cite any produced document showing the [REDACTED]

¹¹² Britven Report, p. 35.

¹¹³ Britven Report, pp. 37-38. See also Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61; Deposition of Ehab Youssef, June 26, 2025, pp. 68-71.

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[REDACTED]

[REDACTED]

50. Mr. Britven relied on Arm deposition testimony regarding [REDACTED]

[REDACTED]

[REDACTED]. Specifically, Mr. Bhatnagar testified that he [REDACTED]

[REDACTED], which Qualcomm's counsel has requested from Arm.¹¹⁵ I understand from Qualcomm's counsel that as of the date of this report, Arm has not produced the requested document. [REDACTED]

[REDACTED]. In contrast, Mr. Britven suggests that Arm [REDACTED] that is not evident in any documentation. Therefore, as a threshold matter, Mr. Britven opines on the [REDACTED]

[REDACTED]. His characterization of Arm's [REDACTED] remains undocumented, unsupported, and in contradiction with Arm deposition testimony.

b. Deposition testimony and Arm's interrogatory response contradict Mr. Britven's description of [REDACTED]

51. Mr. Britven's description of the purported [REDACTED]

[REDACTED]

[REDACTED] is based primarily on an interview or interviews Mr. Britven had with Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef.¹¹⁶ I understand that each of these individuals were also deposed in this matter, and asked questions regarding Arm's [REDACTED]

¹¹⁴ Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4-11), September 5, 2025, pp. 60-61.

¹¹⁵ Deposition of Akshay Bhatnagar, July 10, 2025, p. 45.

¹¹⁶ Britven Report, pp. 34-38.

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[REDACTED]¹¹⁷ Certain parts of Mr. Britven's description of [REDACTED] are inconsistent with this deposition testimony, particularly (1) Mr.

[REDACTED]

(i) Mr. Britven's list of [REDACTED]

[REDACTED]

53. Specifically, as support for this [REDACTED] Mr. Britven cites to an interview with Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef, and parts of Mr. Bhatnagar's testimony.¹¹⁹ However, the portions of Mr. Bhatnagar's testimony that Mr. Britven cites do not mention the [REDACTED] that Mr. Britven lists.¹²⁰ In other portions of Mr. Bhatnagar's testimony, Mr. Bhatnagar was asked for [REDACTED]

¹¹⁷ Deposition of Akshay Bhatnagar, July 10, 2025; 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025; Deposition of Ehab Youssef, June 26, 2025.

¹¹⁸ Britven Report, pp. 34-35.

¹¹⁹ Britven Report, pp. 34-35.

¹²⁰ Britven Report, pp. 34-35; Deposition of Akshay Bhatnagar, July 10, 2025, pp. 42-43.

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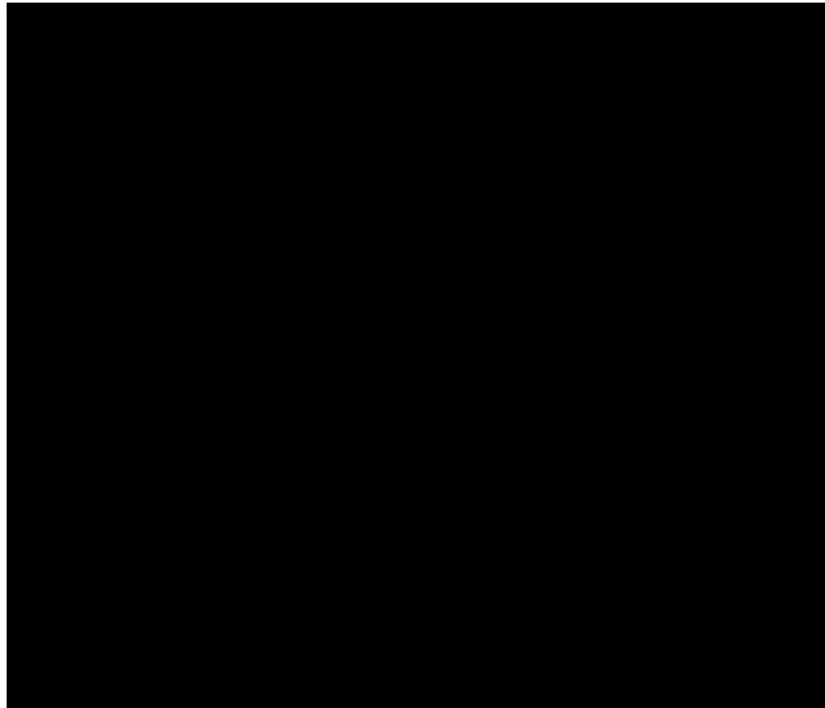
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55. Mr. Shivashankar also testified that [REDACTED]

[REDACTED], other than [REDACTED]:¹²³



¹²³ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, pp. 86, 89-90.

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[REDACTED]

(ii) Mr. Britven's claim that the [REDACTED]
[REDACTED] in addition to [REDACTED]

57. Mr. Britven states in his report that [REDACTED]

[REDACTED] as
[REDACTED]¹²⁴ This claim, however, contradicts Arm's interrogatory
response and the deposition testimony of Arm personnel. In its interrogatory response, Arm
identifies [REDACTED] as the only third-party agreement upon which [REDACTED]

[REDACTED] stating that "[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

¹²⁴ Britven Report, p. 37.

¹²⁵ Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of
Interrogatories (Nos. 4-11), September 5, 2025, p. 61.

¹²⁶ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, pp. 97-98.

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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

58. Mr. Youssef testified that [REDACTED]

[REDACTED] Mr. Fonseca also testified that [REDACTED]

[REDACTED] ¹²⁸ I note that

Mr. Bhatnagar testified that [REDACTED]

[REDACTED]

[REDACTED] ¹²⁹

[REDACTED]

59. Mr. Britven's claim that [REDACTED]

[REDACTED] ¹³⁰ is

contradicted by the testimony discussed above, which indicates that it was based only on

[REDACTED]

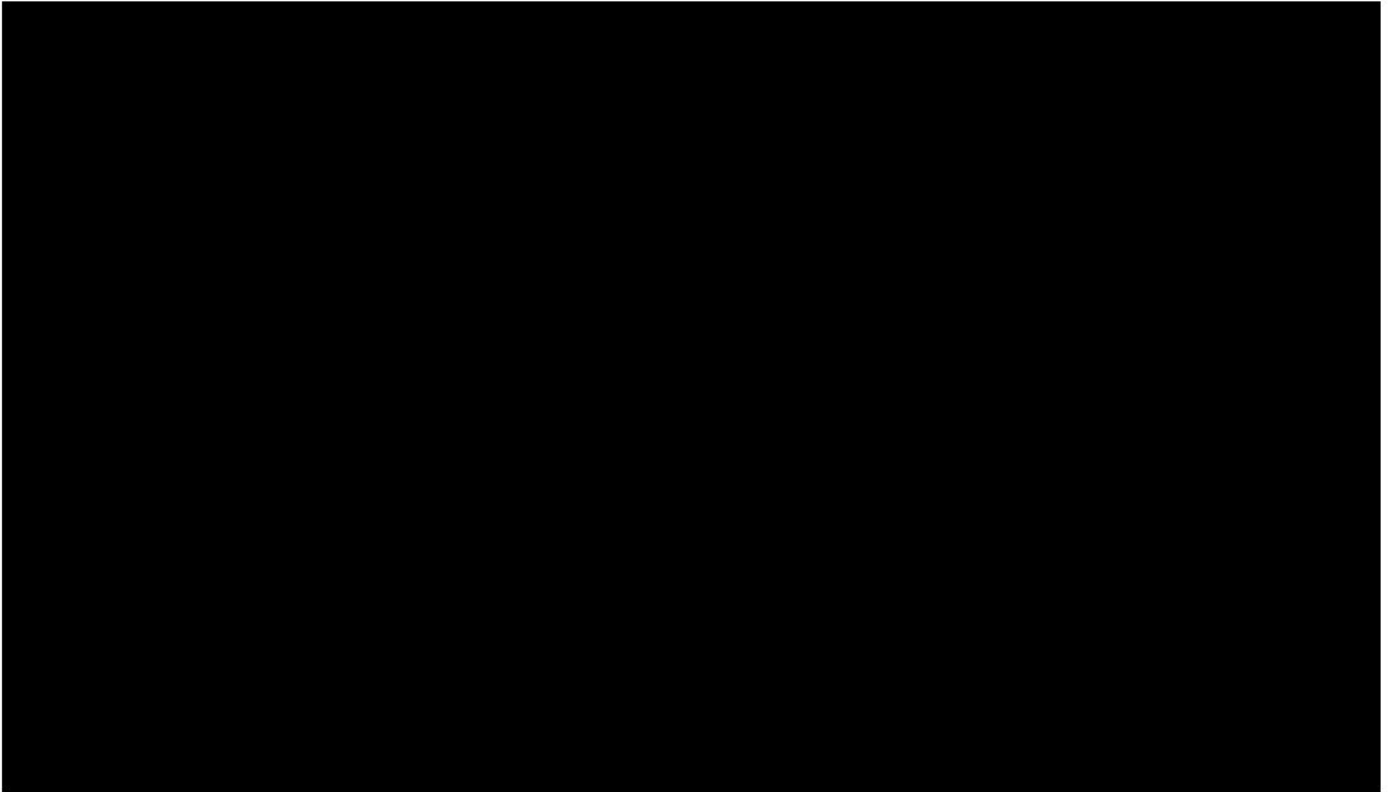
¹²⁷ Deposition of Ehab Youssef, June 26, 2025, pp. 68-72.

¹²⁸ 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 23.

¹²⁹ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 51-52.

¹³⁰ Britven Report, p. 37.

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61. In his deposition, Mr. Bhatnagar did not testify that [REDACTED] [REDACTED] listed by Mr. Britven in his report,¹³⁴ contrary to Mr. Britven's assertions. Specifically with respect to [REDACTED], Mr. Bhatnagar testified that [REDACTED] [REDACTED] [REDACTED]⁵

[REDACTED]
[REDACTED]

¹³¹ Britven Report, p. 35.

¹³² Britven Report, p. 35, fn. 187.

¹³³ 30(b)(6) Deposition of Karthik Shivashankar, June 20, 2025, pp. 83, 114; Deposition of Ehab Youssef, June 26, 2025, pp. 62, 73.

¹³⁴ Britven Report, p. 35.

¹³⁵ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 34-36, 42-44, 47-48, 62, 82 (emphasis added).

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c. Mr. Britven's claim that Qualcomm failed to provide "customer-provided information" despite Arm's requests is not supported

64. In his report, Mr. Britven claims that Qualcomm "failed to provide" certain information to Arm in connection with [REDACTED], such as

[REDACTED]

65. As a threshold matter, I am unaware of any evidence that Arm ever requested the [REDACTED] that Mr. Britven claims that Qualcomm failed to provide, and Mr. Britven cites to none.¹⁴¹ If anything, the communications between Arm and Qualcomm show Arm either delaying or ignoring [REDACTED]. Specifically, on April 3, 2024, Kurt Wolf, Director of Strategic Sourcing and Licensing at Qualcomm,¹⁴² [REDACTED] Email correspondence shows that Arm did not reply to Mr. Wolf's request for approximately one month, at which point

¹³⁷ Britven Report, p. 35, fn. 187.

¹³⁸ Britven Report, p. 31.

¹³⁹ Britven Report, p. 69.

¹⁴⁰ Britven Report, p. 32.

¹⁴¹ [REDACTED] See QCARM_0343533-587; ARMQC_02747848-867.

¹⁴² <<https://www.linkedin.com/in/siliconip/>>.

¹⁴³ QCVARM_0616935.

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Kristin Webster, Senior Director of Sales at Arm,¹⁴⁴ replied that [REDACTED]

[REDACTED]¹⁴⁵

66. It is unclear if the meeting in May occurred between Qualcomm and Arm, since email correspondence shows that Ms. Webster emailed Mr. Wolf on May 30, 2024 that she was

[REDACTED]¹⁴⁶ An email dated June 19, 2024 from Mr. Wolf to Arm indicates that Qualcomm was still waiting on a reply on [REDACTED]

Up through June 2024, email communications between Arm and Qualcomm indicate that Arm

[REDACTED]
[REDACTED].

67. As of late June or early July 2024, Will Abbey, Executive Vice President and Chief Commercial Officer at Arm,¹⁴⁸ provided Qualcomm the [REDACTED]

[REDACTED]
[REDACTED].¹⁴⁹ Email correspondence shows that Qualcomm noted [REDACTED] as

part of its agenda during a meeting with Arm on August 22, 2024.¹⁵⁰ On September 20, 2024, Qualcomm provided written notice to Arm of its alleged breach of the Qualcomm TLA, including in relation to Qualcomm's [REDACTED] [REDACTED].¹⁵¹ In its letter, Qualcomm

stated that Arm continually [REDACTED]
[REDACTED], even after Qualcomm had repeatedly followed up.¹⁵² Qualcomm provided a second written

¹⁴⁴ ARMQC_02784199-203 at '202.

¹⁴⁵ QCVARM_0604645-648 at '646.

¹⁴⁶ QCVARM_0618338-340 at '339.

¹⁴⁷ QCVARM_0618338-340 at '338.

¹⁴⁸ Deposition of Will Abbey, June 26, 2025, p. 8.

¹⁴⁹ QCVARM_0525344-353 at '350-351; see also ARMQC_02747993-998 at '993.

¹⁵⁰ QCVARM_0616975-976 at '975. Mr. Fonseca testified that Mr. Wolf made the request to extend the license for Yamin in Qualcomm's meeting with Arm on August 22, 2024. See 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, pp. 106-107.

¹⁵¹ QCVARM_0616952-954 at '953.

¹⁵² QCVARM_0616952-954 at '953.

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notice to Arm on September 27, 2024.¹⁵³ Arm sent a response letter to Qualcomm on October 23, 2024, in which Arm did not assert that Qualcomm [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED].¹⁵⁴ Qualcomm then received [REDACTED] [REDACTED]
[REDACTED] from Arm on [REDACTED].¹⁵⁵

68. Mr. Britven's assertion that Arm "was forced to make guesses" regarding Qualcomm's use of [REDACTED] also ignores the fact that Qualcomm has been an Arm licensee generally for [REDACTED] and is an existing licensee for [REDACTED] since 2019.¹⁵⁶ To the extent Arm lacked specific information from Qualcomm, I am unaware of anything that would have prevented Arm from [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED].^{157,158}

¹⁵³ QCVARM_0616952-954 at '952.

¹⁵⁴ QCVARM_1030813-814.

¹⁵⁵ QCVARM_0616967-969; QCVARM_1023587-588 at '588.

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iii. Mr. Britven's opinions ignore the language of [REDACTED] of the Qualcomm TLA

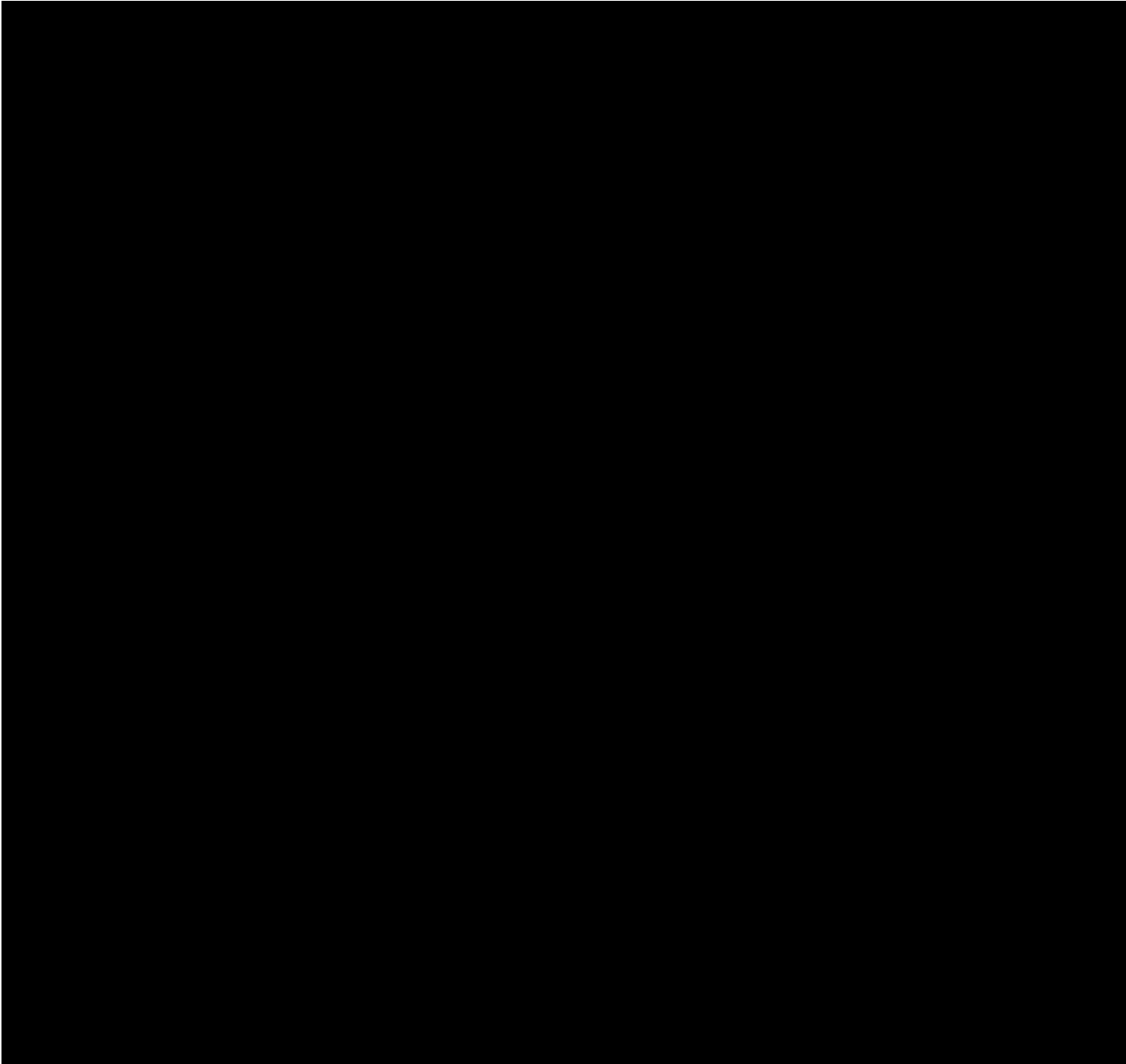


¹⁵⁹ Britven Report, p. 39.

■

¹⁶¹ QCARM_0343533-587 at '545.

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¹⁶² Britven Report, p. 37.

¹⁶³ Britven Report, pp. 35-37.

¹⁶⁴ Britven Report, p. 38. I note that Mr. Britven has performed no analysis to confirm Arm's contention; he merely restates Arm's allegation without providing any analysis or referencing evidence to support it.

¹⁶⁵ Britven Report, p. 37.

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

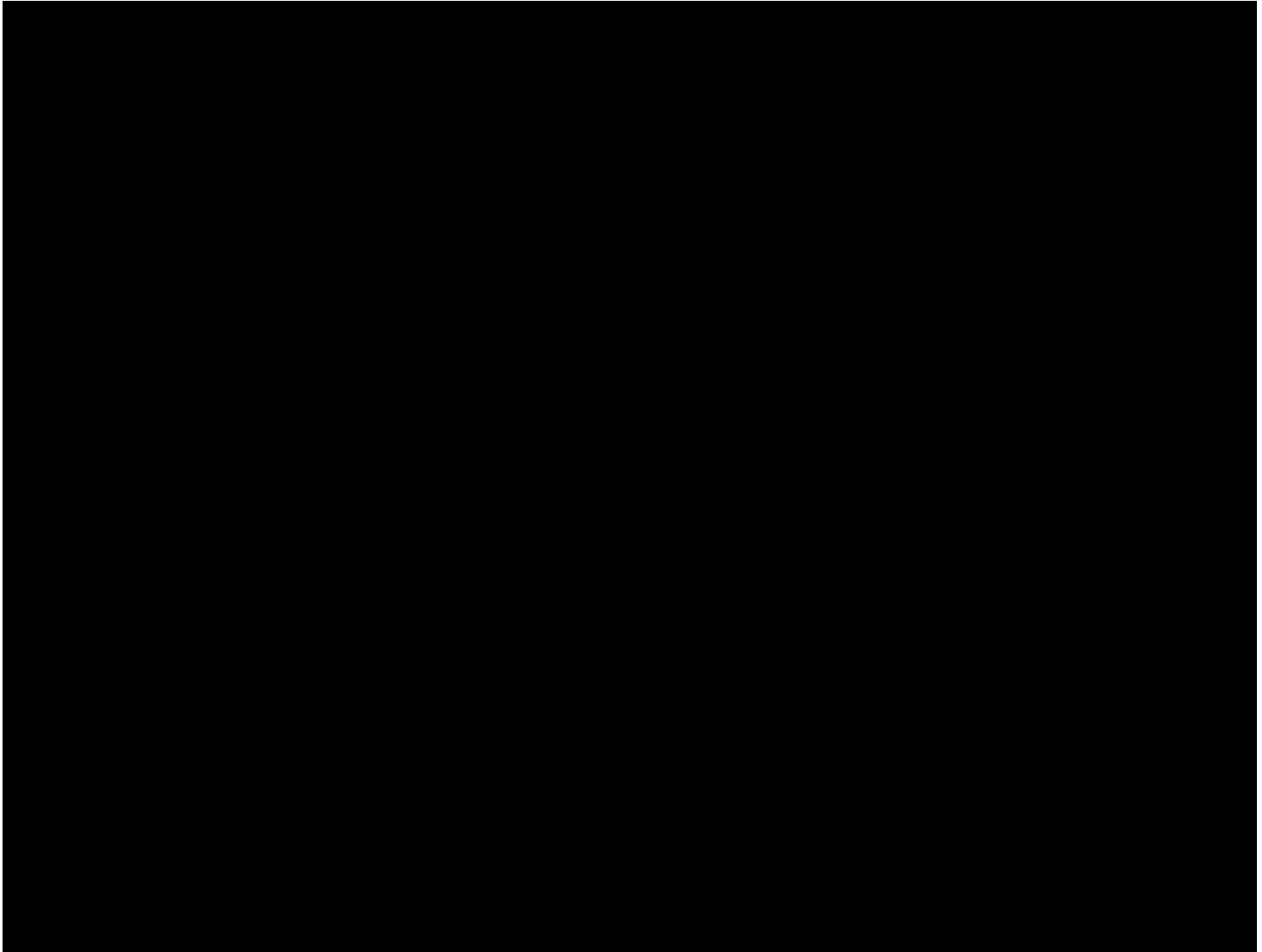
b. Mr. Britven's analysis of [REDACTED] "is inconsistent with the terms of the Qualcomm TLA

[REDACTED]

¹⁶⁶ Britven Report, p. 39.

¹⁶⁷ Britven Report, pp. 35, 39-40, 79.

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75. Additionally, as discussed above, based on my review of testimony from Mr. Bhatnagar, Mr. Shivashankar, and Mr. Youssef, [REDACTED]

[REDACTED]

[REDACTED] As discussed previously, Arm's deposition testimony indicates that Mr. Bhatnagar's [REDACTED] [REDACTED] [REDACTED]

¹⁶⁸ QCARM_0343533-587 at '545.

¹⁶⁹ Deposition of Ehab Youssef, June 26, 2025, pp. 66-68; see *also* Britven Report, p. 35.

¹⁷⁰ Britven Report, pp. 36-37.

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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[REDACTED]. [REDACTED]

[REDACTED], it is also

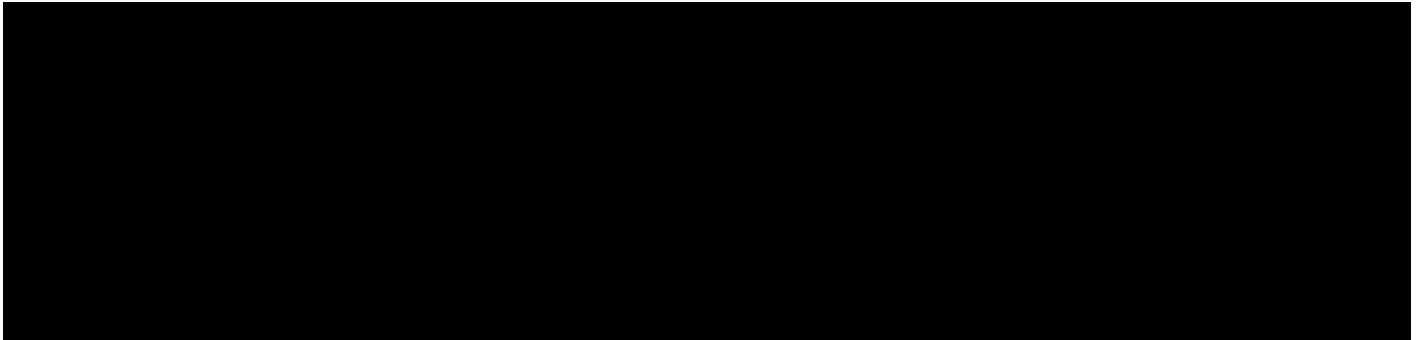
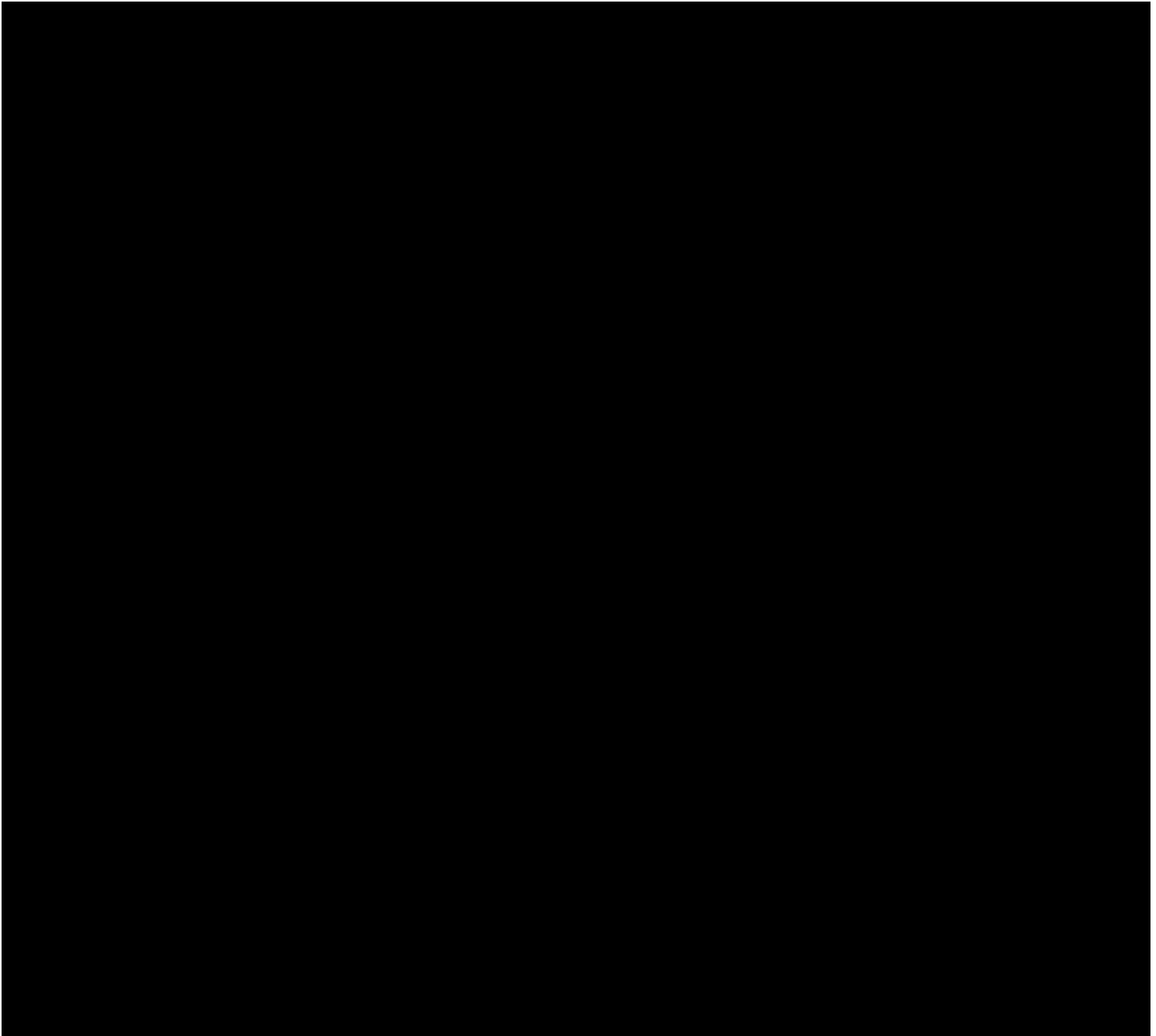
inconsistent with [REDACTED]

[REDACTED].

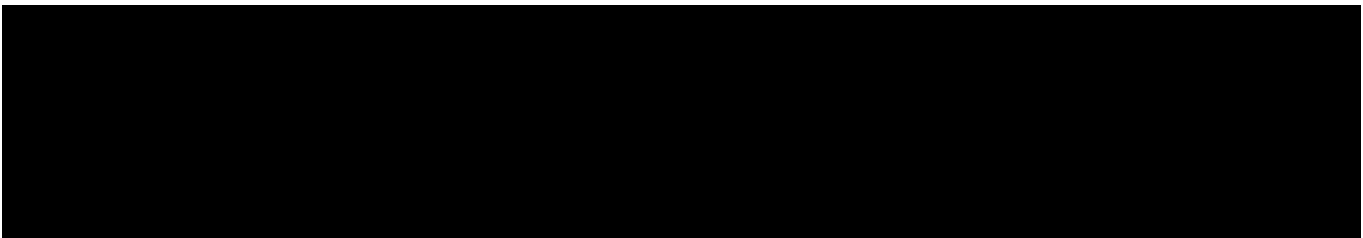
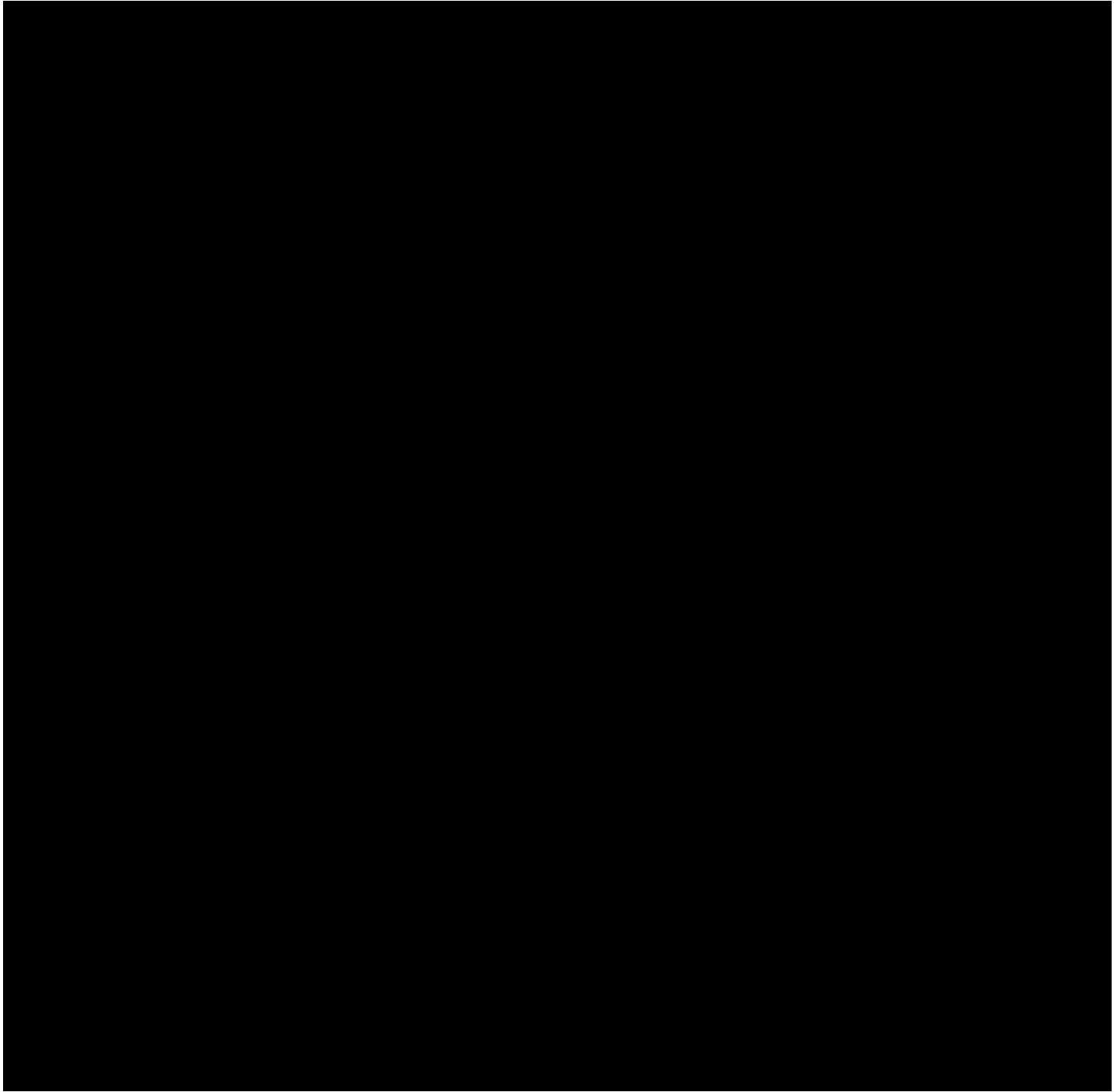
[REDACTED]

[REDACTED]

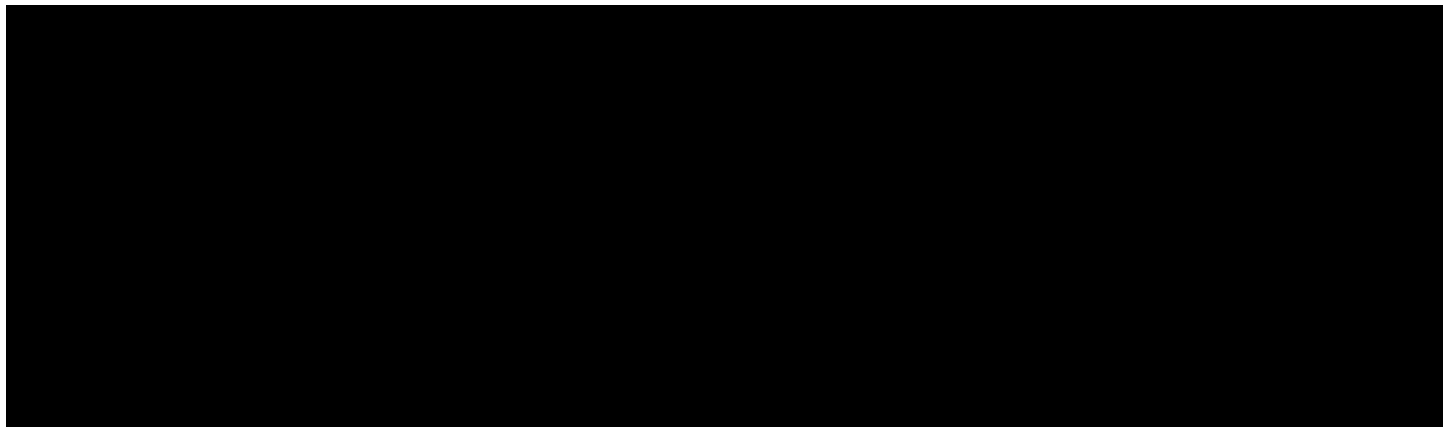
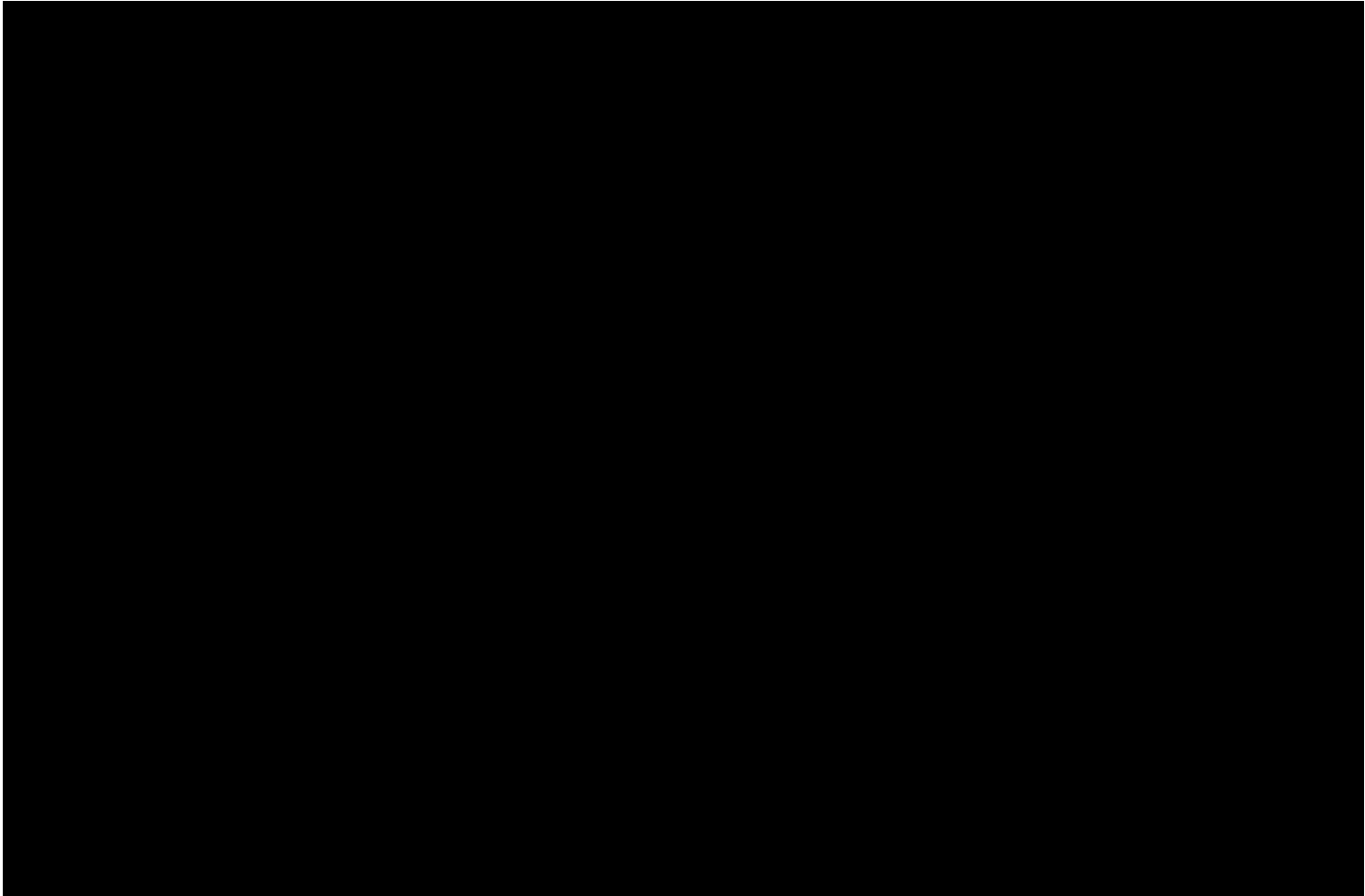
**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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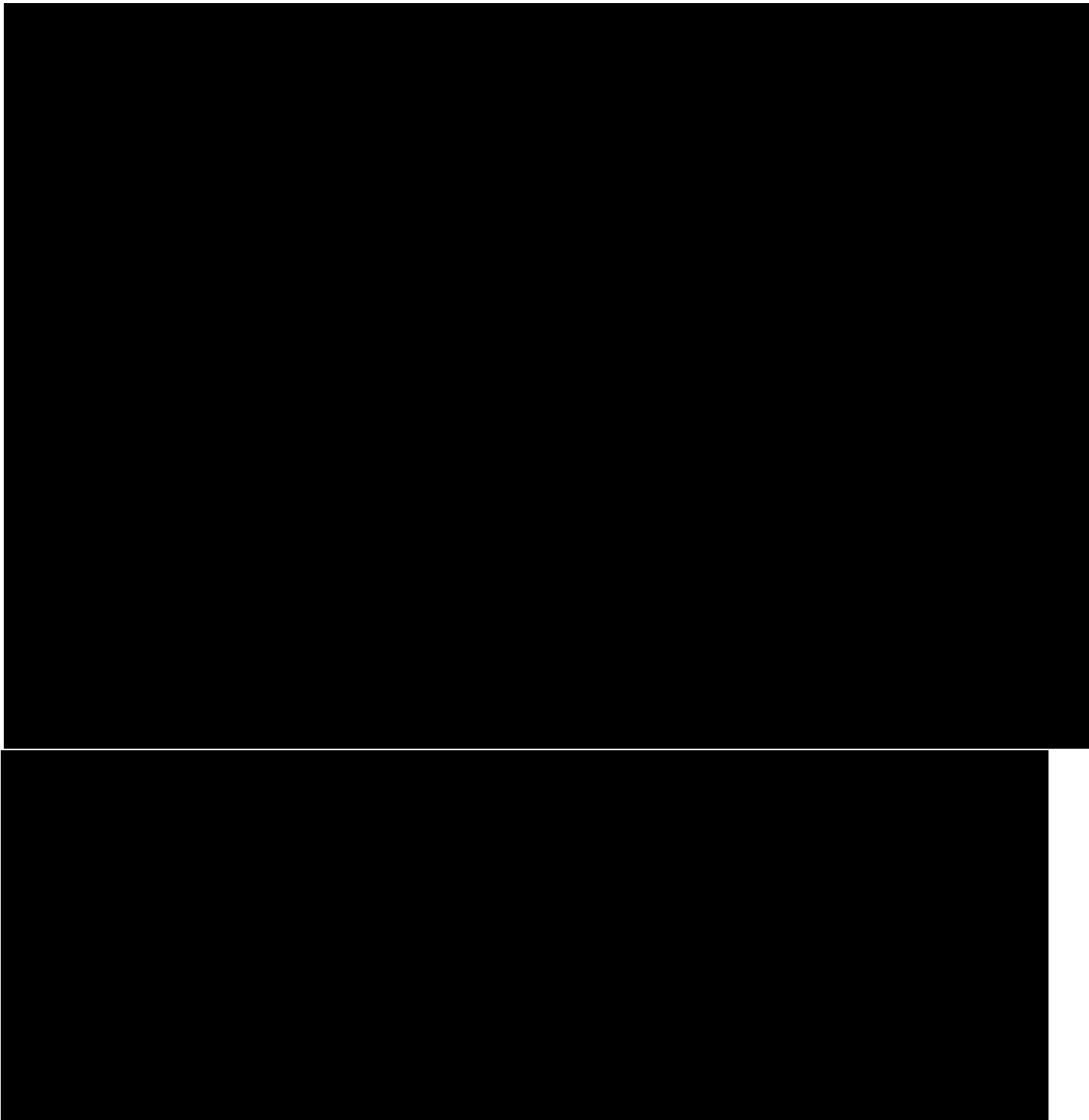
¹⁸⁰ Britven Report, p. 70.

¹⁸¹ Britven Report, p. 68.

¹⁸² Schedule 8.1.

¹⁸³ QCVARM_0616967-969 at '968. 

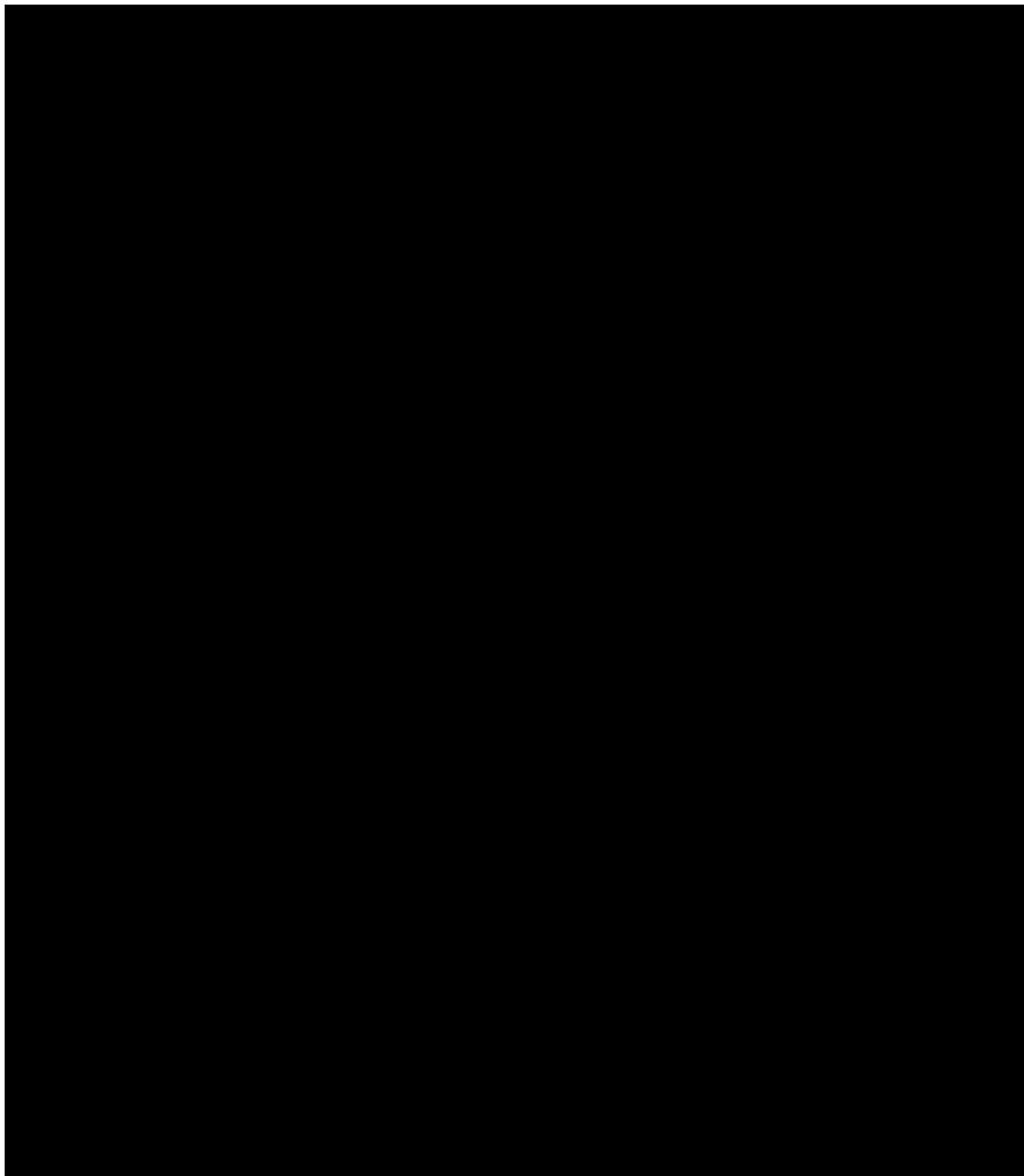
**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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¹⁸⁴ Britven Report, p. 68.

¹⁸⁵ Britven Report, p. 36.

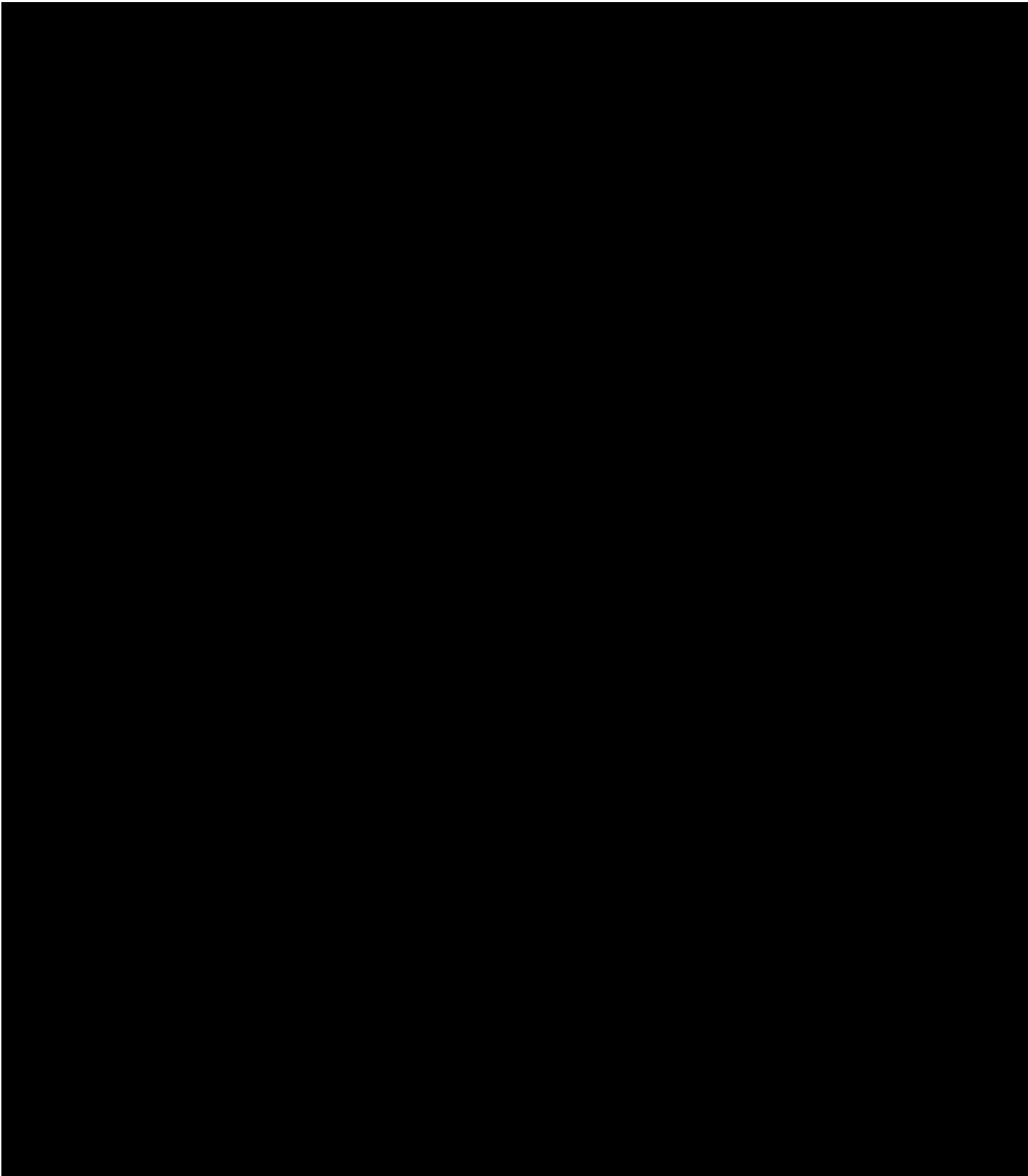
**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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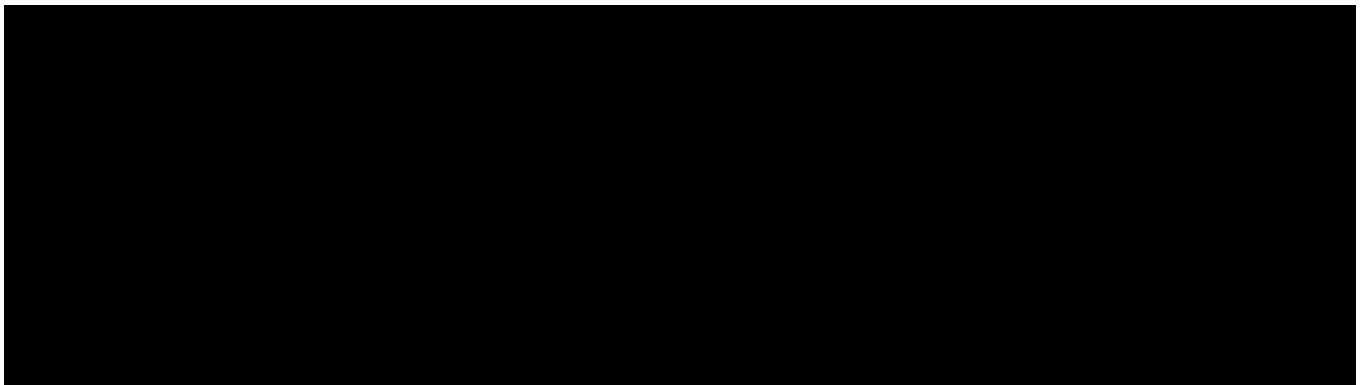
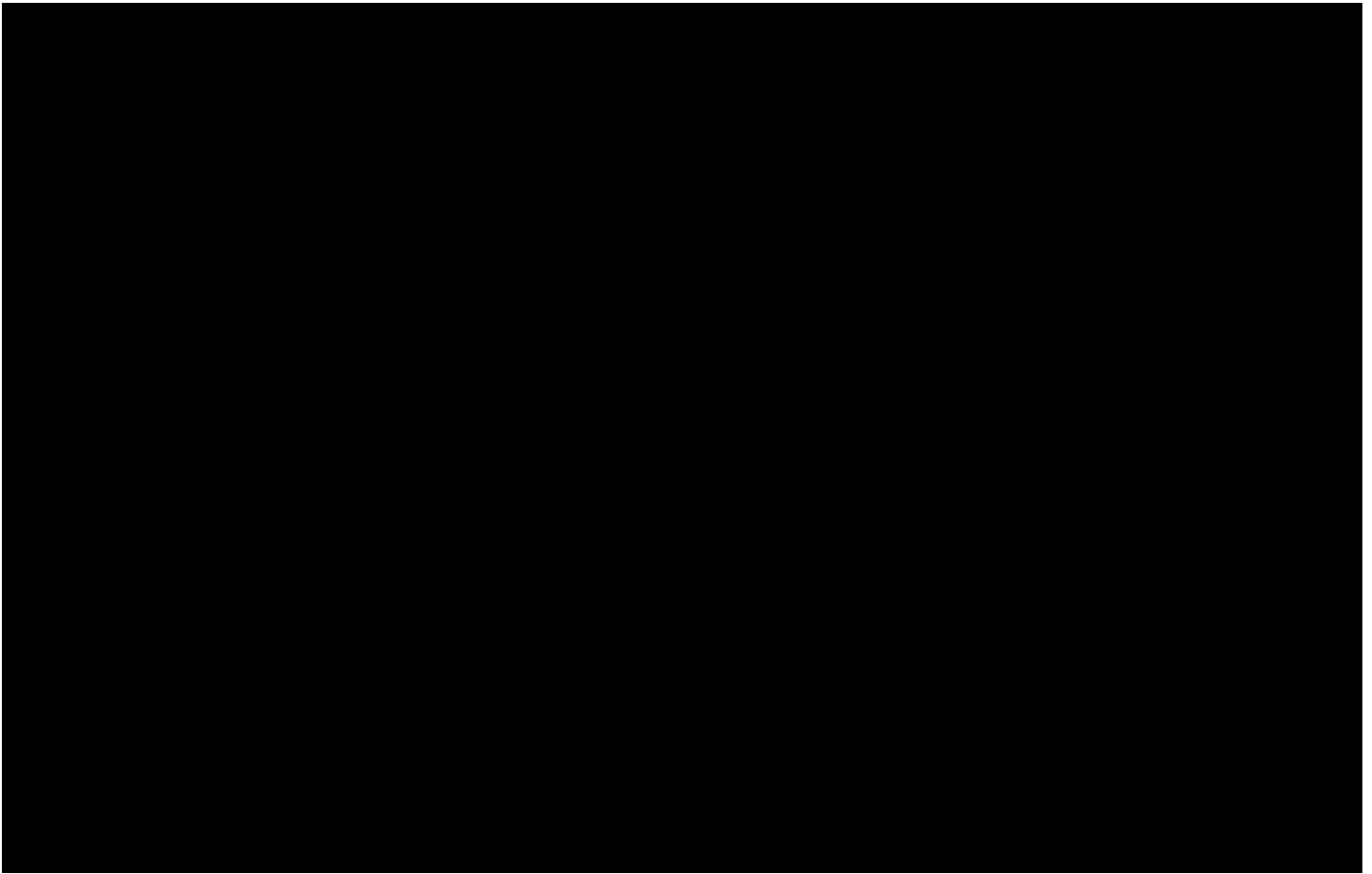
¹⁸⁶ Britven Report, p. 36; *see also*, p. 68.

¹⁸⁷ ARMQC_02774816-817 at '816.

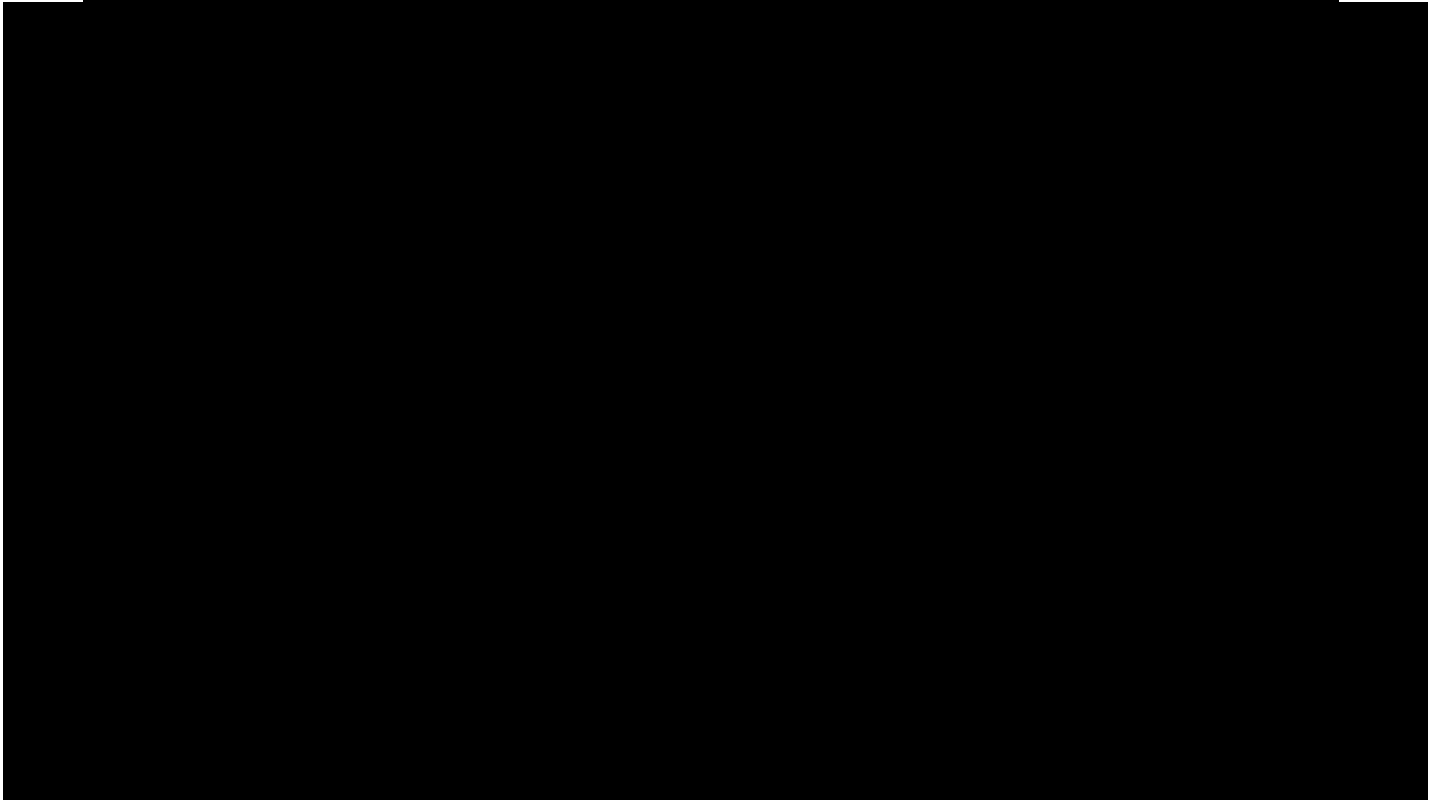
**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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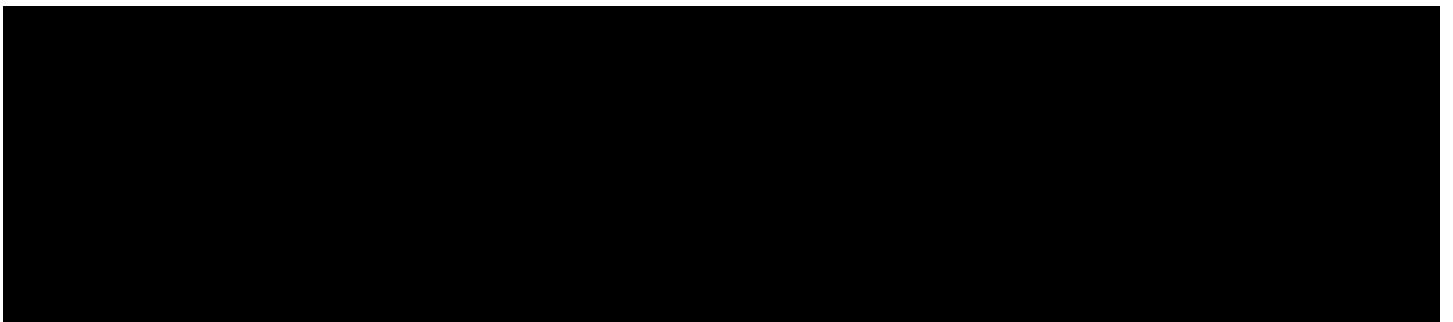


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**v. Mr. Britven’s criticisms of my analysis of [REDACTED] for
[REDACTED] contradict the record evidence**

123. Mr. Britven claims that my analyses of [REDACTED] and prices previously paid by Qualcomm are “irrelevant distractions.”²⁶² However, this assertion is contradicted by Arm testimony, documents, and Mr. Britven’s own descriptions of Arm’s determination [REDACTED]
[REDACTED].

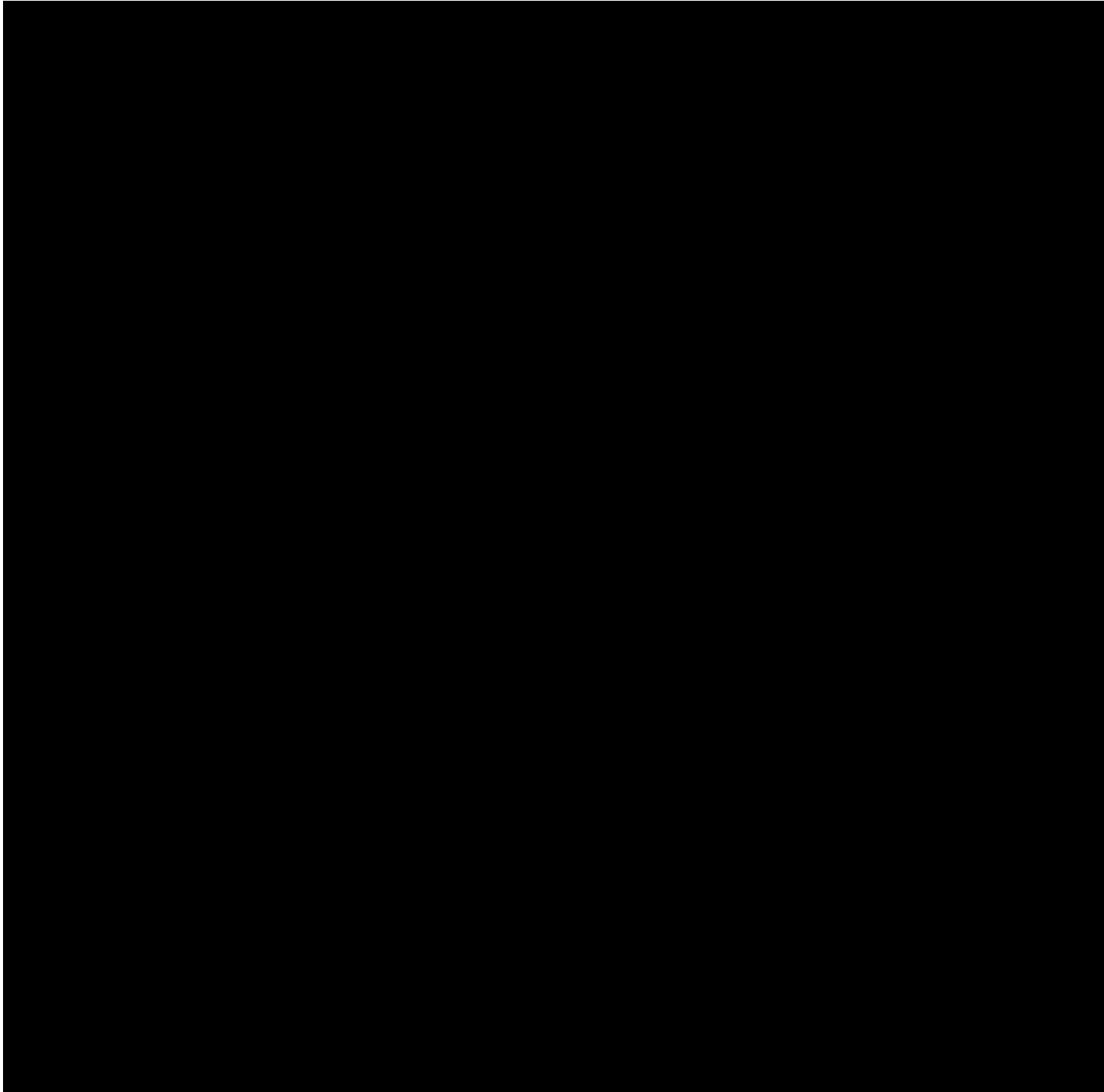


²⁶⁰ Britven Report, p. 69.

²⁶¹ ARMQC_02774748-756 at ‘752; QCVARM_0616967-969 at ‘968.

²⁶² Britven Report, pp. 73-74.

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²⁶³ Britven Report, p. 37.

²⁶⁴ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 9, 11.

²⁶⁵ Deposition of Akshay Bhatnagar, July 10, 2025, p. 43.

²⁶⁶ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 62-64.

²⁶⁷ Deposition of Akshay Bhatnagar, July 10, 2025, p. 64.

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[REDACTED]

b. [REDACTED]

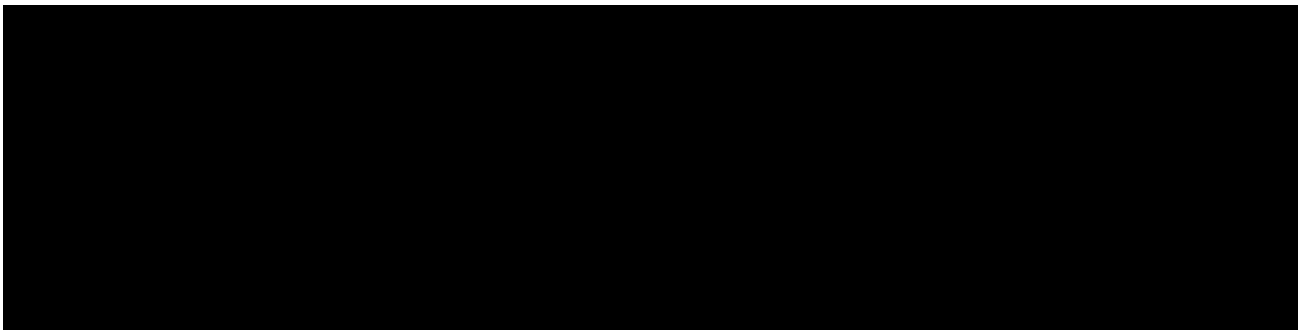
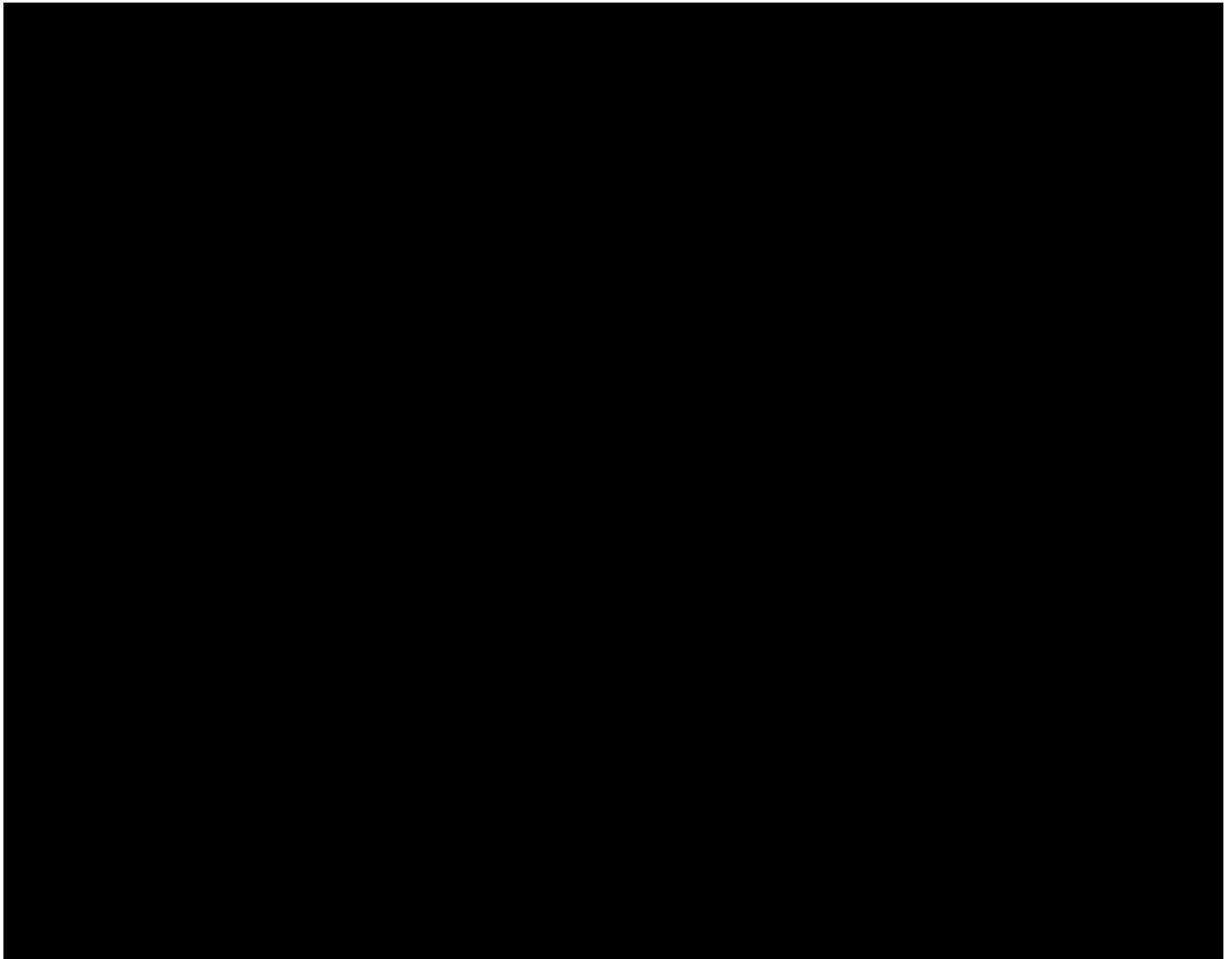
127. In addition to [REDACTED], Arm

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

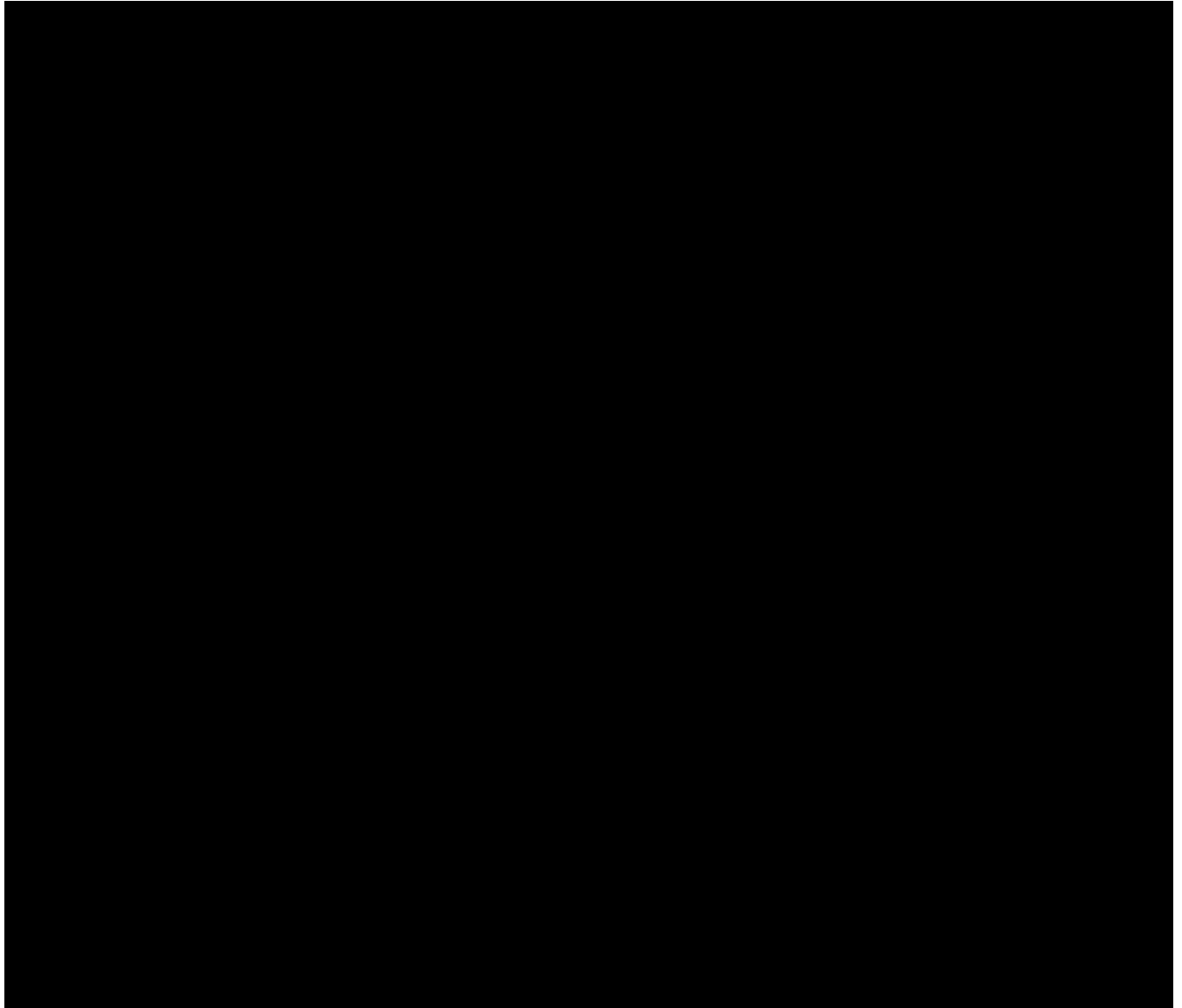
²⁶⁸ Exhibit 208 to the Deposition of Akshay Bhatnagar, p. 4.
²⁶⁹ Exhibit 208 to the Deposition of Akshay Bhatnagar, p. 4.
²⁷⁰ Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025.
²⁷¹ Deposition of Akshay Bhatnagar, July 10, 2025, pp. 55-56; Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025.
²⁷² Kennedy Opening Report, pp. 33-35.

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**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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B. Reply to Mr. Britven's Criticisms of My Analysis Related to the Peripheral IP



²⁷⁸ Britven Report, p. 74; ARM_00062474-493 at '487-488.

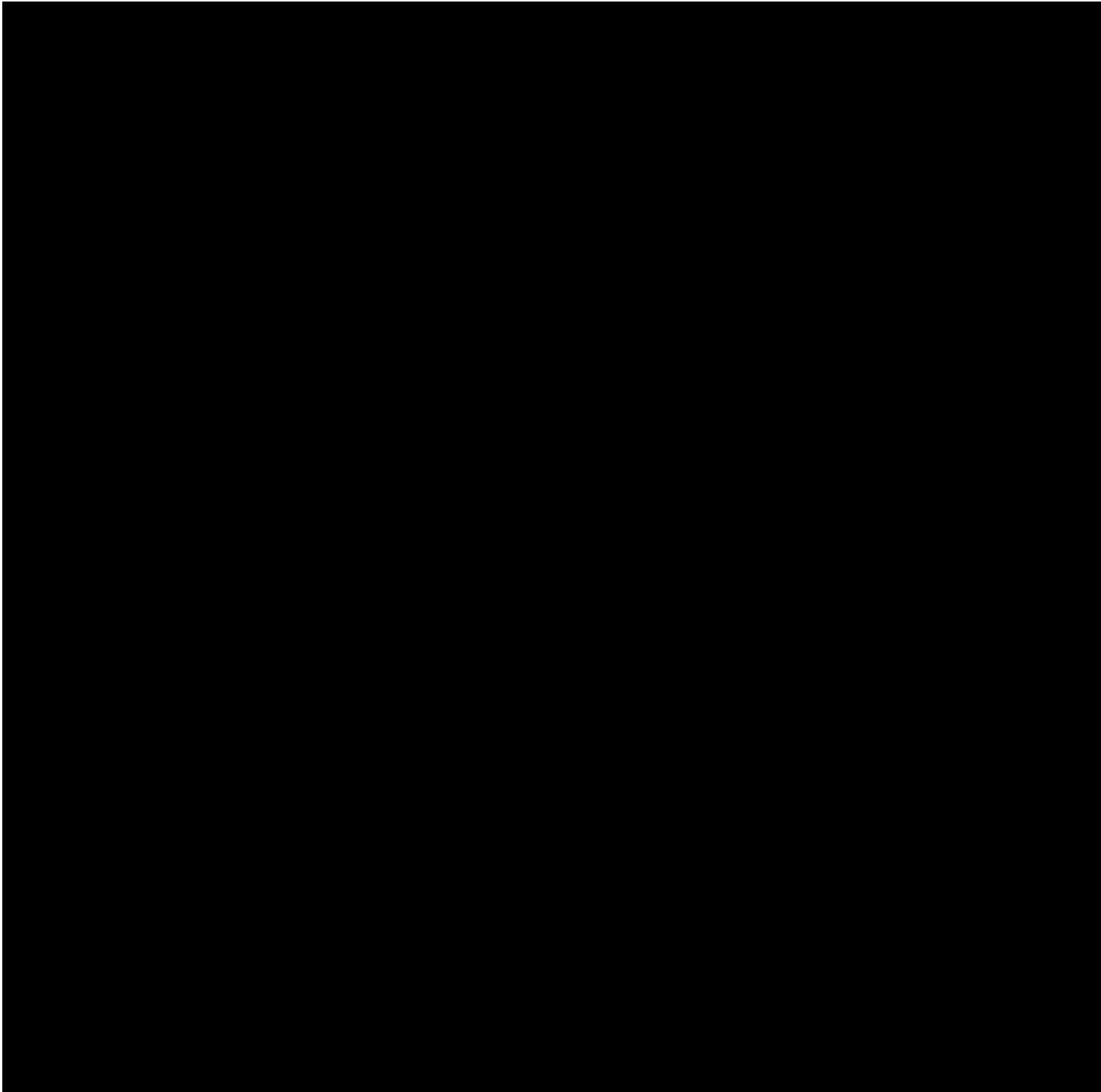
²⁷⁹ ARM_00062474-493 at '488; Kennedy Opening Report, p. 25.

²⁸⁰ <<https://www.linkedin.com/in/dawn-hill-montemagni/>>; 30(b)(6) Deposition of Jeffrey Fonseca, July 9, 2025, p. 81.

²⁸¹ ARMQC_02747567-569 at '568.

²⁸² Kennedy Opening Report, p. 26.

QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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²⁸³ Britven Report, pp. 85-86.
²⁸⁴ Britven Report, pp. 86-87.
²⁸⁵ See Section VI.A.iii.d.(ii)(c).

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

²⁸⁶ See QCARM_0339100-127; QCVARM_1016051-077; QCVARM_1023593-611; QCVARM_1020165-215; QCVARM_1022565-579; QCVARM_0524237-253.

²⁸⁷ I discuss the Qualcomm ALA in the Kennedy Opening Report. See Kennedy Opening Report, pp. 9-10; QCARM_0337857-899.

²⁸⁸ Kennedy Opening Report, pp. 60-63.

²⁸⁹ Kennedy Opening Report, p. 62.

²⁹⁰ Kennedy Opening Report, p. 63.

²⁹¹ ARMQC_02784204; see also Section VI.A.v.c. above.

²⁹² Britven Report, pp. 84-85.

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iv. Mr. Britven's claims that I do not offer any analysis of what the "threshold price" of a "commercially reasonable offer" ignores my analysis of the but-for price for the Peripheral IP

137. Mr. Britven claims that "the Kennedy Report does not offer an analysis of what the threshold price for a 'commercially reasonable' offer would be."²⁹⁵ This critique is inaccurate. I present two alternative calculations of Qualcomm's but-for license fee, each of which provides a basis for determining a commercially reasonable threshold price.

138. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]²⁹⁷ For the reasons discussed in the Kennedy Opening Report, these two alternatives establish a reasonable range for what would constitute a commercially reasonable offer.²⁹⁸

²⁹³ Britven Report, p. 85.

²⁹⁴ ARMQC_02784204.

²⁹⁵ Britven Report, p. 86.

²⁹⁶ Kennedy Opening Report, p. 64.

²⁹⁷ Kennedy Opening Report, p. 67.

²⁹⁸ Kennedy Opening Report, Section V.E.vi.

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**v. Mr. Britven's assertions that the Qualcomm TLA [REDACTED]
[REDACTED] are not informative**

139. Mr. Britven states throughout his rebuttal to my calculation of Qualcomm's damages related to the Peripheral IP that it is Arm's position that the terms of the Qualcomm TLA do not require Arm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

140. Mr. Britven claims that "the Kennedy Report fails to show [REDACTED]

[REDACTED]

[REDACTED] – an assertion which ignores the precise analyses that I perform in the Kennedy Opening Report.³⁰⁰ In the Kennedy Opening Report, I provide [REDACTED]

[REDACTED] based on the available evidence – [REDACTED]

[REDACTED]

²⁹⁹ Britven Report, pp. 81, 86.

³⁰⁰ Britven Report, p. 81.

³⁰¹ Kennedy Opening Report, Section V.E.v.

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141. Mr. Britven claims that these analyses are not informative and unsupported.³⁰²

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

142. Notably, I am unaware of any evidence, and Mr. Britven cites to none, that supports the reasonableness of the ultimate price that Qualcomm paid for the Peripheral IP – a price that

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

³⁰² Britven Report, pp. 84, 87.

³⁰³ Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025.

³⁰⁴ Opening Kennedy Report, Section V.E.v; Deposition of Will Abbey, June 26, 2025, pp. 84-85; Exhibit 209 to the Deposition of Akshay Bhatnagar, July 10, 2025; ARMQC_02784120-198 at '149-150; Schedule 9.1.

**QUALCOMM INCORPORATED AND QUALCOMM TECHNOLOGIES, INC.
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I declare under penalty of perjury that the foregoing is true and correct.



Patrick F. Kennedy, Ph.D.

Managing Director

Stout Risius Ross, LLC

9/19/25

Executed on

EXHIBIT A

Patrick F. Kennedy, Ph.D.
Deposition and Trial Testimony

Date	Case Name	Venue	Testimony
09/17/25	Dow Chemical Canada ULC v. NOVA Chemicals Corporation	Court of King's Bench of Alberta	Deposition
08/06/25	Contour IP Holdings v. GoPro	CA Northern - Federal Court	Deposition
07/08/25	Carmack v. American Boat Works, Inc. and American Marine Corporation	HI Federal Court	Deposition
06/18/25	Chester v. The Belt Railway Company of Chicago	IL Federal Court	Deposition
06/06/25	Ikhana Group LLC v. Viking Air Limited	Arbitration	Trial
05/15/25	Quiroz v. Caltrans	Tulare Superior Court	Trial
04/08/25	Quiroz v. Caltrans	Tulare Superior Court	Deposition
04/03/25	Valeo Schalter und Sensoren GmbH v. Nvidia Corporation	CA Northern - Federal Court	Deposition
04/01/25	Blink Health Group, LLC v. Susan Lang	American Arbitration Association	Deposition
03/17/25	Baker v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
12/17/24	Jubilant Draximage, Inc. v. Jubilant Radiopharmacies	CA Central - Federal Court	Deposition
12/13/24	Nasdaq, Inc. v. Miami International Holdings, Inc.	New Jersey - Federal Court	Deposition
12/03/24	Planner 5D v. Meta Platforms, Inc.	CA Northern - Federal Court	Deposition
11/12/24	Amyndas Pharmaceuticals, LLC v. Alexion Pharmaceuticals, Inc.	MA Federal Court	Deposition
11/06/24	Scientific Applications & Research Associates (SARA), Inc. v. Zipline International, Inc.	CA Northern - Federal Court	Deposition
10/25/24	Gardner Denver, Inc. v. Accurate Air Engineering, Inc.	CA Central - Federal Court	Deposition
10/04/24	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Deposition
10/03/24	Smartsky Networks, LLC v. GOGO Business Aviation, LLC	Delaware - Federal Court	Deposition
09/30/24	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Trial
07/26/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Arbitration
07/19/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Arbitration
07/08/24	ARM Ltd v. Qualcomm, Inc.	Delaware - Federal Court	Deposition
06/25/24	Shadow Holdings, LLC v. John Paul Mitchell Systems	American Arbitration Association	Deposition
06/18/24	Risk v. United Airlines, Inc.	Los Angeles Superior Court	Deposition
04/17/24	Heredia, et al. v. Sunrise Senior Living, LLC	CA Central - Federal Court	Declaration
04/16/24	Pliner v. Central Iowa Health System, et al.	IA Federal Court	Deposition
04/12/24	Rex Computing, Inc. v. Cerebras Systems, Inc.	Delaware - Federal Court	Deposition
04/10/24	Saint Paul Commodities, Inc. v. Oleo-X LLC	NY American Arbitration Association	Arbitration
04/05/24	NantWorks, LLC v. Bank of America Corporation	CA Central - Federal Court	Deposition
03/01/24	Palm Beach Tan, Inc. v. Sunless, Inc.	OH Northern - Federal Court	Deposition
02/16/24	Cocke v. United States of America, et al.	GA Southern - Federal Court	Deposition
01/19/24	Saint Paul Commodities, Inc. v. Oleo-X LLC	NY American Arbitration Association	Deposition
12/14/23	Davis v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
11/15/23	Eilan v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
10/19/23	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Declaration
10/16/23	Jones v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
09/12/23	Pacific Steel Group v. Commerical Metals Company, et al.	CA Northern - Federal Court	Deposition
09/07/23	Bryan v. Secretary of Department of Health and Human Services	U.S. Court of Federal Claims	Hearing
09/05/23	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Deposition
08/31/23	Alorica, Inc. v. Fortinet, Inc.	Santa Clara Superior Court	Deposition
08/22/23	Avila v. Joe Avis Farms	San Joaquin Superior Court	Trial
06/26/23	Bright v. Brookdale Senior Living Inc.; and Gunza v. Brookdale Senior Living Inc.	TN Middle - Federal Court	Deposition
06/01/23	Bright v. Brookdale Senior Living Inc.; and Gunza v. Brookdale Senior Living Inc.	TN Middle - Federal Court	Declaration
05/17/23	MicroVention, Inc. v. Balt USA, Inc.	CA Central - Federal Court	Deposition
04/26/23	Taction Technology, Inc. v. Apple Inc.	CA Southern - Federal Court	Deposition
04/21/23	Philips North America LLC, et al. v. TEC Holdings, Inc.	NC Western - Federal Court	Trial
04/14/23	Philips North America LLC, et al. v. TEC Holdings, Inc.	NC Western - Federal Court	Trial
04/13/23	PennyMac Loan Services, LLC v. Black Knight Servicing Technologies, LLC	American Arbitration Association	Arbitration
03/09/23	Raymond James Financial, Inc, et al. v. Deutsche Bank AG, et al.	FINRA Dispute Resolution	Arbitration
03/02/23	Wisk Aero LLC v. Archer Aviation, Inc.	CA Northern - Federal Court	Deposition
02/22/23	Raymond James Financial, Inc, et al. v. Deutsche Bank AG, et al.	FINRA Dispute Resolution	Deposition
02/14/23	Crysel v. American Equity	Orange County Superior Court	Trial
01/19/23	DexCom, Inc. v. Abbott Diabetes Care, Inc.	Delaware - Federal Court	Deposition
12/29/22	Crysel v. American Equity	Orange County Superior Court	Deposition
12/27/22	PennyMac Loan Services, LLC v. Black Knight Servicing Technologies, LLC	American Arbitration Association	Deposition
10/19/22	Avila v. Joe Avis Farms	San Joaquin Superior Court	Deposition
09/22/22	Alcon Vision, LLC v. Lens.com, Inc.	NY Eastern - Federal Court	Deposition
08/17/22	Vitalyte Sports Nutrition, Inc. v. Revitalyte, LLC	TX Western - Federal Court	Deposition
08/11/22	Sunstone Information Defense, Inc. v. International Business Machines Corporation	TX Western - Federal Court	Trial
08/04/22	Rodriguez, et al. v. Sea Breeze Jet Ski, LLC	CA Northern - Federal Court	Deposition
07/28/22	Kurin, Inc. v. Magnolia Medical Technologies, Inc.	Delaware - Federal Court	Trial
05/18/22	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Declaration
05/11/22	CRF Frozen Foods v. Pictsweet, et al.	TN Middle - Federal Court	Deposition
05/04/22	Ayers v. The Penta Building Group	Riverside Cty Superior Court	Trial
03/25/22	The Waffle v. Tucker Investments	Los Angeles Superior Court	Trial

Patrick F. Kennedy, Ph.D.
Deposition and Trial Testimony

Date	Case Name	Venue	Testimony
02/17/22	Sunstone Information Defense, Inc. v. International Business Machines Corporation	TX Western - Federal Court	Deposition
01/27/22	Chan v. Kimball, Tirey & St. John	San Diego Superior Court	Deposition
01/17/22	MedImpact Healthcare Systems, Inc. v. IQVIA, Inc.	CA Southern - Federal Court	Deposition
01/14/22	Nelson v. United States of America, et al.	OR - Federal Court	Trial
01/05/22	DeLeon-Piedra v. Ocean Angel V	CA Northern - Federal Court	Deposition
12/14/21	Stiner, et al. v. Brookdale Senior Living Communities, Inc.	CA Northern - Federal Court	Deposition
12/01/21	Contour IP Holdings v. GoPro	CA Northern - Federal Court	Deposition
11/18/21	Bellin Memorial Hospital v. Kinsey & Kinsey, Inc.	WI Federal Court	Trial
11/15/21	The Waffle v. Tucker Investments	Los Angeles Superior Court	Deposition
10/21/21	7510 Hazard, LLC v. Connecticut General Life Insurance Company	San Diego Superior Court	Deposition
10/18/21	Philips North America LLC, et al. v. Dorow	NC Federal Court	Deposition
10/18/21	Philips North America LLC, et al. v. Zimmerman, et al.	NC Federal Court	Deposition
10/12/21	MicroVention, Inc. v. Balt USA, Inc.	CA Central - Federal Court	Deposition
10/08/21	In re: PFA Insurance Marketing	CA Northern - Federal Court	Declaration
09/28/21	Cuker v. Pillsbury	CA Southern - Federal Court	Deposition
09/23/21	LISCR, LLC v. Legality Holdings, S.A.	VA Eastern - Federal Court	Deposition
0917/21	TRC Operating Company, Inc. v. Chevron U.S.A., Inc.	Kern Cty Superior Court	Trial
09/08/21	Philips North America LLC, et al. v. TEC Holdings, Inc.	GA Northern - Federal Court	Deposition
09/02/21	7510 Hazard, LLC v. Connecticut General Life Insurance Company	San Diego Superior Court	Deposition

EXHIBIT B

Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
Documents Considered List

Exhibit B

This list supplements Exhibit C to the Kennedy Opening Report filed on August 8, 2025. In connection with my review and analysis, I have considered, reviewed, and relied upon materials summarized in this Exhibit, as well as those summarized on Exhibit C to the Kennedy Opening Report filed on August 8, 2025.

Date	Description
Legal	
08/01/25	Plaintiffs' Motion for Leave to Amend the Complaint to Name Arm Holdings Plc. And Arm Ltd. as Individual Defendants
09/05/25	Arm's Second Supplemental Response to Qualcomm's Third Set of Interrogatories (No. 12)
09/05/25	Arm Holdings Plc's Second Supplemental Objections and Responses to Qualcomm's First Set of Interrogatories (Nos. 1–3)
09/05/25	Arm's Second Supplemental Objections and Responses to Qualcomm's Second Set of Interrogatories (Nos. 4–11)
09/05/25	Arm's Third Supplemental Response to Qualcomm's Amended Interrogatory No. 3
Other Expert Reports	
08/08/25	Expert Report of Eric A. Posner
09/05/25	Rebuttal Expert Report of Timothy S. Simcoe
09/05/25	Expert Report of Thomas W. Britven
09/05/25	Rebuttal Expert Report of Michael C. Brogioli, Ph.D.
09/05/25	Rebuttal Report of Steven Richards, CPA
Produced Documents	
<i>*If the bates number referenced below is the beginning of a document/production, the bates reference is to the entire document.</i>	
<i>*I had access to documents produced by Qualcomm, Arm, and other third parties.</i>	
ARM_00006123	ARMQC_02785348 ARMQC_02797454 QCVARM_0600073
ARM_00055357	ARMQC_02785408 ARMQC_02797485 QCVARM_0604257
ARM_00056571	ARMQC_02785427 ARMQC_02797527 QCVARM_0604645
ARM_00062441	ARMQC_02785429 ARMQC_02797547 QCVARM_0605055
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ARM_00103918	ARMQC_02785503 ARMQC_02797601 QCVARM_0616916
ARM_00114880	ARMQC_02785513 ARMQC_02797603 QCVARM_0616935
ARM_01298891	ARMQC_02785557 ARMQC_02797610 QCVARM_0616952
ARM_01427776	ARMQC_02785578 ARMQC_02797625 QCVARM_0616967
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ARMQC_02732016	ARMQC_02785583 ARMQC_02797689 QCVARM_0617829
ARMQC_02747567	ARMQC_02788903 ARMQC_02797692 QCVARM_0618320
ARMQC_02747848	ARMQC_02788944 ARMQC_02797699 QCVARM_0618338
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ARMQC_02772025	ARMQC_02788972 ARMQC_02797760 QCVARM_0710047
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ARMQC_02774767	ARMQC_02789005 ARMQC_02797943 QCVARM_0855614
ARMQC_02774814	ARMQC_02789048 ARMQC_02797972 QCVARM_0856270
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ARMQC_02774844	ARMQC_02789074 ARMQC_02797985 QCVARM_0864713
ARMQC_02779269	ARMQC_02789077 ARMQC_02797987 QCVARM_0864833
ARMQC_02779314	ARMQC_02789082 ARMQC_02797997 QCVARM_0864834
ARMQC_02779364	ARMQC_02789126 ARMQC_02798033 QCVARM_0864838
ARMQC_02779391	ARMQC_02789129 ARMQC_02798035 QCVARM_0864967
ARMQC_02779412	ARMQC_02789157 ARMQC_02798040 QCVARM_0864969
ARMQC_02779433	ARMQC_02789159 QCARM_0027985 QCVARM_0865022
ARMQC_02779483	ARMQC_02789161 QCARM_0029357 QCVARM_0865344
ARMQC_02783512	ARMQC_02789202 QCARM_0217597 QCVARM_0865345
ARMQC_02783533	ARMQC_02789224 QCARM_0337591 QCVARM_1016051
ARMQC_02783575	ARMQC_02789227 QCARM_0337857 QCVARM_1020165
ARMQC_02783595	ARMQC_02789237 QCARM_0338180 QCVARM_1022565
ARMQC_02783597	ARMQC_02789248 QCARM_0338352 QCVARM_1023587
ARMQC_02783599	ARMQC_02789251 QCARM_0339100 QCVARM_1023593
ARMQC_02783601	ARMQC_02789253 QCARM_0343120 QCVARM_1030726
ARMQC_02783603	ARMQC_02797236 QCARM_0343533 QCVARM_1030813
ARMQC_02783615	ARMQC_02797282 QCARM_0343954 QCVARM_1034899
ARMQC_02783616	ARMQC_02797298 QCARM_3474751 QCVARM_1068402
ARMQC_02783617	ARMQC_02797302 QCARM_3480078 QCVARM_1069705
ARMQC_02783618	ARMQC_02797306 QCARM_3633088 QCVARM_1120137
ARMQC_02783619	ARMQC_02797308 QCVARM_0452199 QCVARM_1120153
ARMQC_02783731	ARMQC_02797314 QCVARM_0523650 QCVARM_1120994
ARMQC_02783848	ARMQC_02797358 QCVARM_0524237 QCVARM_1121930
ARMQC_02783967	ARMQC_02797379 QCVARM_0524362 QCVARM_1121931
ARMQC_02784120	ARMQC_02797381 QCVARM_0525196 QCVARM_1122733
ARMQC_02784199	ARMQC_02797385 QCVARM_0525344 QCVARM_1151573
ARMQC_02784204	ARMQC_02797419 QCVARM_0526828 QCVARM_1151620
ARMQC_02785291	ARMQC_02797442 QCVARM_0527544 QCVARM_1151964
ARMQC_02785326	ARMQC_02797444 QCVARM_0571705
ARMQC_02785342	ARMQC_02797446 QCVARM_0573056
ARMQC_02785344	ARMQC_02797449 QCVARM_0600042

Qualcomm Incorporated and Qualcomm Technologies, Inc. v. Arm Holdings plc
Documents Considered List

Exhibit B

This list supplements Exhibit C to the Kennedy Opening Report filed on August 8, 2025. In connection with my review and analysis, I have considered, reviewed, and relied upon materials summarized in this Exhibit, as well as those summarized on Exhibit C to the Kennedy Opening Report filed on August 8, 2025.

Date	Description
Research	
Arm Holdings plc Form 20-F for the fiscal year ended March 31, 2025	
Morningstar Equity Analyst Report: Qualcomm Inc, as of November 7, 2024	
Qualcomm Incorporated Form 10-K for the fiscal year ended September 24, 2023	
Qualcomm Incorporated Form 10-K for the fiscal year ended September 29, 2024	
https://dart.deloitte.com/USDART/home/codification/revenue/asc606-10/roadmap-revenue-recognition/chapter-7-step-4-allocate-transaction/7-3-determine-stand-alone-selling	
https://investors.arm.com/static-files/c383780b-44f8-42c0-a125-4f6db0b8eb06	
https://www.linkedin.com/in/dawn-hill-montemagni/	
https://www.linkedin.com/in/siliconip/	
https://www.qualcomm.com/snapdragon/device-finder/samsung-galaxy-s24	
https://www.reuters.com/technology/artificial-intelligence/qualcomm-revamps-mobile-phone-chips-ai-signs-samsung-others-2024-10-21/	

EXHIBIT C

EXHIBIT 33

EXHIBIT 34

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)	
a Delaware corporation; and)	
QUALCOMM TECHNOLOGIES, INC.,)	
a Delaware corporation,)	
)	
Plaintiffs,	)	C.A. No. 24-490 (MN)
)	
v.	)	SUBMITTED UNDER SEAL –
	)	HIGHLY CONFIDENTIAL –
ARM HOLDINGS PLC., f/k/a ARM LTD.,	)	ATTORNEYS' EYES ONLY
a U.K. corporation,)	
)	
Defendant.)	

**PLAINTIFFS' LETTER TO SPECIAL MASTER HELENA C. RYCHLICKI
REGARDING SUBSEQUENT EVENTS RELATING TO THEIR MOTION TO COMPEL
PRODUCTION OF THIRD-PARTY ARM LICENSES AND RELATED AGREEMENTS**

OF COUNSEL:	MORRIS, NICHOLS, ARSHT & TUNNELL LLP
	Jack B. Blumenfeld (#1014)
	Jennifer Ying (#5550)
Catherine Nyarady	Travis Murray (#6882)
Jacob A. Braly	1201 North Market Street
Jacob Apkon	P.O. Box 1347
PAUL, WEISS, RIFKIND,	Wilmington, DE 19899
WHARTON & GARRISON LLP	(302) 658-9200
1285 Avenue of the Americas	jblumenfeld@morrisnichols.com
New York, NY 10019	jying@morrisnichols.com
(212) 373-3000	tmurray@morrisnichols.com

Adam Basner *Attorneys for Plaintiffs*

PAUL, WEISS, RIFKIND,	
WHARTON & GARRISON LLP	
2001 K Street, NW	Erin J. Morgan
Washington, DC 20006	DUNN, ISAACSON, RHEE LLP
(202) 223-7300	11 Park Place

Karen L. Dunn	New York, NY 10007
William A. Isaacson	(202) 240-2900

Melissa F. Zappala
DUNN, ISAACSON, RHEE LLP
401 Ninth Street NW
Washington, DC 20004
(202) 240-2900

October 17, 2025

Dear Special Master Rychlicki:

Pursuant to D. Del. LR 7.1.2, Plaintiffs write to advise Your Honor of newly-learned facts and subsequent events that have occurred since the August hearings on the parties' motions to compel and Qualcomm's September 15 letter that relate to Qualcomm's pending motion to compel production of third-party Arm licenses and related agreements. D.I. 359; 8/1/2025 Qualcomm Ltr. at 1–2.

As Your Honor is aware, Arm has repeatedly represented that it has “agreed to produce agreements with third parties for [REDACTED] in effect at the time” of [REDACTED]. 9/19/2025 Arm Ltr. to Special Master Rychlicki at 2; 8/7/2025 Arm Opp. to Qualcomm's Mot. to Compel at 1. But, as detailed in Qualcomm's September 15 letter, Arm produced only a fraction of those agreements during fact discovery, or even ahead of the hearings Your Honor held in August. Specifically, Arm produced [REDACTED] third parties' agreements in September and October,¹ as compared to [REDACTED] agreements produced by August.²

As mentioned in Qualcomm's August 1 letter, even those few agreements produced as of August were incomplete, as they were missing attachments that form part of the agreements. 8/1/2025 Qualcomm Ltr. at 1; D.I. 359 (moving to compel production of documents pursuant to, among others, RFP No. 123, which sought “All agreements licensing [REDACTED] codenamed [REDACTED], including TLAs and corresponding Annexes”). This problem of Arm producing incomplete agreements has only been exacerbated in Arm's later productions, with Arm continuing to omit at least the following documents that are part of the agreements Arm has with third parties:

- Annexes that the produced documents identify as containing pricing information, *e.g.*, Ex. 1 at -047, [REDACTED];

- [REDACTED]

¹ These are the agreements for [REDACTED]

[REDACTED] As Your Honor is aware, additional third parties' agreements have not yet been produced pending the resolution of their motions for protective orders.

² These were the agreements for [REDACTED].

³ Arm licenses packages of its IP to third parties under its Arm Total Access agreements (“ATAs”), whereas TLAs cover a more tailored set of IP that the relevant third party has specifically sought to license from Arm.

- Contract amendments, e.g., Ex. 3 [REDACTED]. See also Ex. 4 at 5–6 (correspondence between counsel including list of apparently omitted documents).

Given Arm's purported recognition of its need to produce third-party agreements for [REDACTED] and the direct relevance of these missing contract components to the analyses of Qualcomm's damages expert Dr. Patrick Kennedy, Qualcomm reached out to Arm on September 24 with a specific list of omitted parts of third-party agreements referenced in the documents Arm had produced. Ex. 4 at 5–6. Qualcomm asked that Arm produce these missing contract components or identify by Bates number where Arm believed it had already produced them. *Id.* at 5. Arm did not respond for more than two weeks. *Id.* at 3–4. After repeated follow up, Arm represented on October 9 that it was "investigating Qualcomm's request for these additional documents." *Id.* at 3. After additional follow up, Arm responded that it would not provide these parts of third-party agreements it has omitted because it believes "Qualcomm is seeking to relitigate pending a ruling" on its motion to compel. *Id.* at 2. Arm also faulted Qualcomm for not "timely rais[ing] the issue," *id.* at 3, notwithstanding that Arm produced the substantial majority of third-party agreements after the parties briefed their motions to compel and after Your Honor heard those motions.

Aside from repeating its opposition to producing the annexes for [REDACTED] on the grounds that they purportedly do not relate to [REDACTED], Arm does not claim that these contract components are not relevant or discoverable. Nor could it. Under the California law that governs the breach claims in this case, "[t]he whole of a contract is to be taken together." Cal. Civ. Code § 1641. And some of the contract components that Arm has omitted are [REDACTED]

[REDACTED]. Without production of these documents, Qualcomm has no way to know if the terms it is reading in the produced ATAs even govern third parties' licenses for [REDACTED]. Qualcomm cannot fully evaluate Arm's claimed compliance with the parties' TLA term requiring [REDACTED] if Arm will not produce the complete agreements that constitute those prior deals.⁴

Additionally, Arm has obstructed Qualcomm's efforts to mitigate the effects of Arm's failure to notify third parties of the need to produce their agreements before the end of fact discovery by refusing to produce a redacted version of a third-party agreement that Qualcomm and the third-party, [REDACTED], have agreed should be produced. As noted in Qualcomm's September 15 letter to Your Honor, Qualcomm has been engaging in meet and confers with late-notified licensee [REDACTED] in an effort to reach an agreement regarding redactions without needing to burden Your Honor with yet another protective order motion. Qualcomm and [REDACTED] reached

⁴ In the continued investigation conducted in the weeks waiting for Arm to respond on this issue, Qualcomm was able to identify a single produced [REDACTED] document, appended as an exhibit to the [REDACTED] ATA. Ex. 5 at -842–942. This document confirms the relevance of these [REDACTED] as it, among other information, [REDACTED].

an agreement whereby ██████ would allow Arm to produce redacted versions of its agreements now, along with a redaction log, subject to those agreements later being unredacted in whole or in part depending on how Your Honor resolves the pending third-party protective order motions.

On October 9, ██████'s counsel provided Arm with redacted versions of its agreements and gave Arm permission to produce them to Qualcomm. On October 10, counsel for Arm stated that he was not up to date on the status of Qualcomm's negotiations with ██████ but that "if there has been an agreement and redactions have been agreed to[,] we will get that out promptly." Ex. 6 at 21:2–15. On October 14, however, Arm reversed course, refusing to produce the redacted versions of ██████ agreements, claiming that it was not appropriate to do so unless ██████ filed a motion for a protective order or the Court resolved the pending dispute over the scope of Qualcomm's TLA-related claims. Ex. 7.

Arm's position—itself a change from its promise to produce the agreements "promptly" a few days earlier—is improper and would require a tremendous waste of resources by ██████, Qualcomm, and Your Honor. Arm claims that redactions are not permitted under the protective order in light of the dispute the parties litigated in March before Judge Fallon. *Id.* at 3–4. But that dispute addressed a specific provision that Arm was attempting to insert into the protective order and ESI order that would have allowed the "producing party" to redact confidential information "that is subject to a confidentiality agreement with a Third Party for which a Third Party has requested redaction." D.I. 68, Ex. D ¶ 52. *See also id.*, Ex. E ¶ 2(j). Qualcomm objected that Arm should not be permitted to unilaterally redact third-party information in the absence of the third party moving for, and the Court granting, a protective order. D.I. 70. Qualcomm also specifically noted that the ordinary process of the non-producing party negotiating with the third party would remain available. D.I. 70 at 4 ("The usual method for protecting information—party negotiation followed by a prompt protective order motion by the third party to resolve any disputes—is the appropriate procedure."). Thus, nothing about the parties' March dispute displaces the commonsense practice of producing redacted versions of documents upon agreement between a third party and the party seeking the documents. Arm's refusal to produce ██████ agreements is improper, but consistent with Arm's other efforts to avoid compliance with its discovery obligations.

Qualcomm requests that Arm be required to abide by its commitment to produce its agreements with third parties for ██████ (subject to Your Honor's resolution of the parties' scope dispute). Despite its repeated representations to Your Honor that it has made this production, *e.g.*, 8/14/2025 Tr. 60:16-22; 8/22/2025 Tr. 277:18-278:13, 278:19-23, 279:17-18; 9/19/2025 Arm Ltr. to Special Master Rychlicki at 2 ("Arm's additional productions moot Qualcomm's motions to compel, which should be denied."), Arm's production remains incomplete, and Arm refuses to remedy its inadequacies absent a Court order. Qualcomm's motion to compel production of third-party Arm licenses and related agreements should be granted.

Respectfully,

/s/ Jennifer Ying

Jennifer Ying (#5550)
Words: 1637

Encls.

EXHIBIT 36

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

QUALCOMM INCORPORATED,)	
a Delaware corporation; and)	
QUALCOMM TECHNOLOGIES, INC.,)	
a Delaware corporation,)	
)	
Plaintiffs,	)	C.A. No. 24-490 (MN)
)	
v.	)	SUBMITTED UNDER SEAL –
	)	HIGHLY CONFIDENTIAL –
ARM HOLDINGS PLC., f/k/a ARM LTD.,	)	ATTORNEYS' EYES ONLY
a U.K. corporation,)	
)	
Defendant.)	

**PLAINTIFFS' LETTER TO SPECIAL MASTER HELENA C. RYCHLICKI
REGARDING NEWLY-LEARNED FACTS AND SUBSEQUENT EVENTS**

OF COUNSEL:

Catherine Nyarady
Jacob A. Braly
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
(212) 373-3000

Karen L. Dunn
William A. Isaacson
Erin J. Morgan
Melissa F. Zappala
DUNN, ISAACSON, RHEE LLP
401 Ninth Street NW
Washington, DC 20004
(202) 240-2900

MORRIS, NICHOLS, ARSHT & TUNNELL LLP
Jack B. Blumenfeld (#1014)
Jennifer Ying (#5550)
Travis Murray (#6882)
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
(302) 658-9200
jblumenfeld@morrisnichols.com
jying@morrisnichols.com
tmurray@morrisnichols.com

Attorneys for Plaintiffs

September 15, 2025

Dear Special Master Rychlicki:

Pursuant to D. Del. LR 7.1.2, Plaintiffs write to advise Your Honor of newly-learned facts and subsequent events that have occurred since the August 14 and 22 hearings that relate to Qualcomm's pending motions to compel production of third-party Arm TLAs and related agreements (D.I. 359; 8/1/2025 Qualcomm Ltr. at 1-2), and supplemental interrogatory responses and 30(b)(6) testimony identifying and explaining relevant terms in these agreements (D.I. 375; 8/11/2025 Qualcomm Ltr. at 4-5).

As Your Honor may recall, at the August 14 hearing, Arm took the position that there was no need to compel production of third-party agreements licensing the implementation cores codenamed [REDACTED] because Arm had already produced those documents, except for those subject to pending motions for protective orders. Specifically, Arm's counsel represented: "[I]n terms of parties that do have a license [to [REDACTED]], we have provided that discovery and sought to provide that discovery unless it was objected to [by the third party], and clearly we have some objections here that we're dealing with today." Ex. 1, 8/14/2025 Tr. 60:16-22. Similarly, at the August 22 hearing, counsel for Arm represented, in opposing Qualcomm's motion to compel supplemental responses to interrogatories 6 and 11:

So after the SAC allowed and the TLA claims of [REDACTED] were in the case, we went and provided discovery on [REDACTED]. We produced the documents. We produced them on a rolling basis because, as Your Honor knows, third parties have confidentiality interests in those documents. We provided notice to those third parties and an opportunity to object. [REDACTED] did not object and so that agreement was produced. As Your Honor knows, [REDACTED] has objected and that dispute is before you. So that agreement has not been produced yet. In any event, Qualcomm then deposed a number of witnesses about these documents. . . . Now, there's definitely a discrepancy whether Qualcomm thinks it got enough information from those witnesses, but there's no question that it certainly had that opportunity. . . . *they had the documents, so there's no dispute about that.*

Ex. 2, 8/22/2025 Tr. 277:18-278:13, 278:19-23, 279:17-18 (emphasis added).

Following the two hearings, Qualcomm has learned that Arm had not produced all, or even most, of the third-party agreements for [REDACTED] as of the June and July depositions of Arm's witnesses, or even as of the August hearings. To be clear: as of August 22, Arm had produced license agreements for [REDACTED] with [REDACTED] third parties.¹ Since then, however, Arm has produced license agreements with new third parties: [REDACTED] on September 4; [REDACTED] last week on September 11; and [REDACTED]

¹ These were [REDACTED]. These seven third parties' agreements were also the only ones produced when Qualcomm's opening expert reports were due on August 8. Arm produced [REDACTED] additional third parties' agreements before it served its rebuttal report on September 5, 2025, and Arm's expert relied on those newly produced agreements.

just today. As Your Honor may have seen, a new third party (, Inc.) moved for protective orders last Thursday. According to these third parties, they did not receive notice from Arm about production of their agreements until late August, after the August 14 hearing with Your Honor. In addition, last Friday night, a new third party, , contacted Qualcomm advising that it did not receive notice from Arm until September 4.²

Notwithstanding Arm's repeated assurances that it had produced everything not subject to a motion for a protective order, Qualcomm appears only to be receiving additional agreements (and additional third parties have moved for protective orders) now because Qualcomm's counsel scoured the public record for other mentions of Arm licensees who have and raised three of those potential licensees with Arm. See 8/7/2025 Arm Opp. to Qualcomm's 8/1/2025 Mot. to Compel at 1 (stating that Arm had agreed to investigate the existence of other agreements as of July 30—two weeks before the August 14 hearing). Arm has refused to respond to Qualcomm's questions about (1) why it did not produce these agreements earlier during discovery, (2) whose agreements remain outstanding, or (3) what it has done to ensure that the deficiencies that caused it to miss these agreements in its initial productions are not affecting other areas of its production. See Ex. 3, Correspondence between Arm and Qualcomm Counsel.

As of the date of this letter, Qualcomm remains in the dark about how many additional license agreements for are still to be produced, when it can expect that production, and why Arm did not produce these agreements within the fact discovery period. Qualcomm also has not had any opportunity to question any Arm witness about these newly produced documents, making more critical Qualcomm's motion to compel Arm to produce a 30(b)(6) witness that is prepared to testify on relevant terms of third-party agreements. Qualcomm's motions to compel Arm's third-party agreements for ; supplemental interrogatory responses; and 30(b)(6) testimony accordingly present live disputes, despite representations that the subject documents had been produced before Arm's witnesses' depositions and last month's hearings.³

Qualcomm respectfully requests that Your Honor grant its motions to compel. Counsel is available should Your Honor have any questions.

Respectfully submitted,

/s/ Jennifer Ying

Jennifer Ying (#5550)
Words: 1005

² Qualcomm will be meeting and conferring with this week, as has requested.

³ Qualcomm further notes that its reply expert reports, including one which must address these third-party agreements, are due at the end of this week on September 19. See D.I. 44, ¶ 7(g)(i). The parties' dispositive and *Daubert* motions are due on October 24. D.I. 44, ¶ 9. Qualcomm may seek additional relief in the future should it become necessary based upon Arm's belated disclosures.

EXHIBIT 37

EXHIBIT 38

HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

QUALCOMM INC., a Delaware corporation,
and QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiffs,

v.

ARM HOLDINGS PLC., f/k/a ARM LTD., a
U.K. corporation,

Defendant.

C.A. No. 24-490 (MN)

**HIGHLY CONFIDENTIAL -
ATTORNEYS EYES ONLY**

**ARM’S SECOND SUPPLEMENTAL OBJECTIONS AND RESPONSES TO
QUALCOMM’S SECOND SET OF INTERROGATORIES (NOS. 4-11)**

Pursuant to Rules 23 and 33 of the Federal Rules of Civil Procedure, and the applicable Local Rules of the United States District Court for the District of Delaware, Defendant Arm Holdings PLC (“Arm”) hereby responds to Plaintiffs Qualcomm Incorporated and Qualcomm Technologies, Inc. (collectively, “Qualcomm”)’s Second Set of Interrogatories (Nos. 4-11).

GENERAL OBJECTIONS

Arm makes the following general objections, which are hereby incorporated by reference and made part of its response to each and every Interrogatory.

1. Arm objects to each Interrogatory to the extent it purports to impose upon Arm discovery obligations that exceed those provided for in the Federal Rules of Civil Procedure or the Local Rules for the United States District Court for the District of Delaware, orders entered in this case, or agreements among the parties.

2. Arm objects to the “Instructions” and “Definitions” sections to the extent they purport to alter the plain meaning and/or scope of any specific Interrogatory, on the ground that such alteration renders the Interrogatory vague, ambiguous, overly broad, and/or uncertain, by

failing to adequately define terms or by using terms the meaning of which are not readily available or decipherable. Arm’s responses to such Interrogatories shall not be construed as an admission, agreement, or acquiescence to any such instruction or definition. Arm further objects to the “Instructions” and “Definitions” sections to the extent they purport to impose upon Arm discovery obligations that exceed those provided for in the Federal Rules of Civil Procedure or the Local Rules for the United States District Court for the District of Delaware, orders entered in this case, or agreements among the parties.

3. Arm objects to the definitions of “Defendant,” “Arm,” “you,” and “your” as overly broad and unduly burdensome to the extent they purport to require Arm to provide information that is not within the possession, custody, or control of Arm Holdings PLC, or to otherwise respond on behalf of third parties, at least because these definitions include entities that have no relation to the present litigation.

4. Arm objects to the definitions of “ALA” and “TLA” as overbroad and vague and ambiguous to the extent they define Architecture License Agreement and Technology License Agreement to include “all amendments and annexes to any such agreement.”

5. Arm objects to the definition of [REDACTED]” as overbroad and vague and ambiguous to the extent it defines the term by reference to the definition of that term in [REDACTED]

[REDACTED]

[REDACTED]

6. Arm objects to the definition of “ACK” as overbroad and vague and ambiguous to the extent it defines the term as meaning “[REDACTED]

[REDACTED].”

7. Arm objects to each Interrogatory, including the instructions and definitions that Qualcomm purports to incorporate therein, to the extent that each Interrogatory is overbroad,

unduly burdensome, not limited to a reasonable time frame, vague and ambiguous, irrelevant, and/or not reasonably calculated to lead to the discovery of admissible evidence.

8. Arm objects to each Interrogatory to the extent it seeks information, documents, and/or things that are protected from disclosure by the attorney-client privilege, work-product doctrine, common-interest privilege, and/or any other applicable privilege, immunity, or protection (collectively, “privileged information”). Nothing contained in these responses should be considered a waiver of any attorney-client privilege, work-product protection, or any other applicable privilege or doctrine. Arm does not intend to produce information or documents that would divulge any privileged information. Any such disclosure is inadvertent and shall not be deemed a waiver of any applicable privilege or immunity.

9. Arm objects to any factual characterizations in Qualcomm’s Interrogatories. By responding, Arm does not accept or admit any of Qualcomm’s factual characterizations.

10. Arm objects to each Interrogatory to the extent it seeks “all” or “any” facts, documents, witness identifications, or things as overbroad and unduly burdensome.

11. Arm’s discovery and investigation in connection with this case is ongoing. Arm’s responses to these Interrogatories are based on its knowledge to date following a reasonable investigation. As a result, Arm’s responses are provided without waiver of Arm’s right to: (a) object to other interrogatories directed to the subject matter of these Interrogatories and responses; (b) make additional or supplementary objections to these Interrogatories; or (c) revise, amend, supplement, or clarify the contents of these responses.

Subject to and without wavier of these General Objections and the more specific objections set forth below, Arm responds as follows:

SPECIFIC OBJECTIONS AND RESPONSES

INTERROGATORY NO. 4:

Describe, in detail, Arm's reason(s), explanation, or justification for failing to respond to Qualcomm's [REDACTED] under [REDACTED] of the Qualcomm ALA to extend the [REDACTED]. Your response should include (1) the names of any individuals involved in the decision not to respond to Qualcomm's [REDACTED] (2) a description of any discussions regarding whether to respond to Qualcomm's [REDACTED] including any discussions that occurred in subsequent years, (3) any factual or legal bases that Arm relied on in deciding not to respond to Qualcomm's [REDACTED] and (4) an identification of any relevant documents by Bates number.

RESPONSE TO INTERROGATORY NO. 4 (JUNE 16, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as it is premature, overly broad, unduly burdensome, and disproportionate to the needs of the case, including, but not limited to, to the extent it seeks information regarding “the names of any individuals,” “any discussions,” “any factual or legal bases,” and “any relevant documents,” without limitation. Arm objects to this Interrogatory as vague and ambiguous and as mischaracterizing, as the terms “Qualcomm's [REDACTED] under [REDACTED] of the Qualcomm ALA” and “the decision not to respond to Qualcomm's [REDACTED]” are unclear and inaccurate. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm objects to this Interrogatory to the extent it calls for a legal conclusion.

Subject to and without wavier of its general and specific objections, Arm responds as follows:

Arm Responded To Qualcomm's Purported
[REDACTED] Under [REDACTED] In [REDACTED]

Arm responded to Qualcomm's purported [REDACTED] under [REDACTED] of the Qualcomm ALA in [REDACTED].

In response to outreach from Brett Bettsworth from Qualcomm to Lynn Couillard at Arm in [REDACTED], Lynn Couillard sent several responses to Qualcomm in response to its request for an [REDACTED], including on [REDACTED] when she responded stating that [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]” and that “[REDACTED]
[REDACTED]
[REDACTED].”

From: Lynn Couillard <Lynn.Couillard@arm.com>
Sent: [REDACTED] 9:49 AM
To: Brett Bettesworth <betteswb@qti.qualcomm.com>; Rajiv Gupta <grajiv@qti.qualcomm.com>
Cc: Todd Lepinski <Todd.Lepinski@arm.com>
Subject: [EXT] Re: [REDACTED]

Hello Brett and Rajiv, (+Todd)

Note that at the time of the [REDACTED] architecture closure, we also included [REDACTED] which at the time had no definition, and eventually became [REDACTED]. [REDACTED]

Please let us know if you'd like to discuss, we can set something up for next week.

Thanks
Lynn

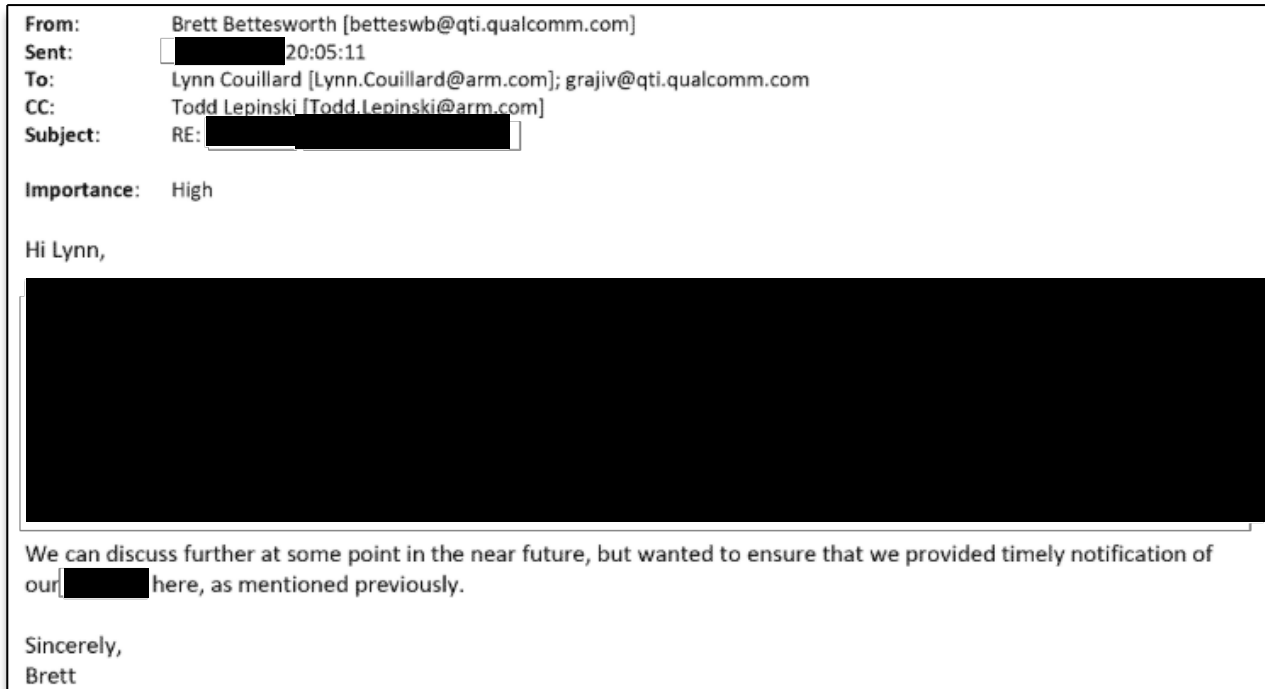
ARM_00005340. Mr. Bettsworth responded five days later. He did not dispute any of Ms. Couillard's statements, including that [REDACTED]

[REDACTED] and that if Qualcomm desires to "[REDACTED]

[REDACTED]

[REDACTED].” He elected to “[REDACTED]”:

HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY



Id. Mr. Bettesworth’s email also did not seek a response, and ended by stating that “[w]e can discuss further at some point in the near future” However, Mr. Bettesworth does not appear to have sent a follow-up email to arrange such discussions. Qualcomm also failed to send any follow-up about [REDACTED] to Arm, including any formal correspondence [REDACTED]. [REDACTED] Qualcomm further failed to send any notice of breach of the ALA to Arm for allegedly breaching [REDACTED].

Arm identifies the following individuals as knowledgeable regarding aspects of this subject matter: Lynn Couillard.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4 (July 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies

the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: QCVARM_1120481, ARM_00079223.

Arm further incorporates by reference the testimony of the following witnesses: Lynn Couillard, Martin Weidmann, Gerard Williams, Spencer Collins, Michael Williams, William Abbey, Mark Dragicevich, Ziad Asghar, and Karthik Shivashankar, including the documents used at each of those depositions. Arm also incorporates by reference its responses to Interrogatory Nos. 3 and 10.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

INTERROGATORY NO. 5 (JUNE 16, 2025):

Identify with specificity all ACK patches and OOBs developed or provided by Arm between July 2022 and February 2025 and their respective release schedule(s). Your response should identify (1) the names of each partner who received an ACK patch or OOB, (2) the dates that each ACK patch and OOB was requested and by whom, (3) the date that each ACK patch and OOB was provided and to which partner, (4) information regarding whether any ACK patches and OOB were withheld from any partners during this time period, (5) the names of all Arm individuals with relevant knowledge, and (6) identify any relevant documents by Bates number.

RESPONSE TO INTERROGATORY NO. 5:

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as it is overly broad, unduly burdensome, and disproportionate to the needs of the case, including, but not limited to, because it seeks information regarding “all ACK patches and OOBs developed or provided by Arm between July 2022 and February 2025,” “each partner,” information about “each ACK patch and OOB,” and “all Arm individuals,” without limitation. Arm further objects to this Interrogatory as it is overly broad, unduly burdensome, and disproportionate to the needs of the case because it seeks detailed information regarding Arm’s development and provision of partner-specific OOBs and ACK patches for partners other than Qualcomm. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the

joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm further objects to this request to the extent it seeks information that Arm is not permitted to disclose pursuant to confidentiality obligations or agreements with third parties.

Subject to and without wavier of its general and specific objections, Arm responds as follows:

Arm incorporates its response to Qualcomm's Interrogatory Number 1.

Arm Provides The Content Of ACK Patches To All Partners, Including Qualcomm As Part Of Its Quarterly ACK Release

ACK patches are not [REDACTED]” under the Qualcomm ALA, including because they are not architecture technology identified in the [REDACTED]. [REDACTED]. An ACK patch is a partner-specific solution to a partner-specific ACK test issue, and when that solution is relevant to all ALA licensees, Arm typically incorporates the solution into its next quarterly ACK release, which is made available to all ALA partners, including Qualcomm.

Arm provided Qualcomm with the full suite of ACK tests for both the [REDACTED] and [REDACTED] architectures—the [REDACTED] and the [REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]). Arm therefore did not withhold any ACK tests from Qualcomm.

Arm provided all of its ALA partners, including Qualcomm, with quarterly ACK releases that incorporated ACK-patch solutions to ACK test issues relevant to all ALA partners. *See, e.g.,*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]).

**OOBs Are Partner and Design-Specific, And OOBs
Provided To Third Parties Are Not Relevant To Qualcomm**

OOBs are not “[REDACTED]” under the Qualcomm ALA, including because they are not architecture technology [REDACTED]

[REDACTED]. OOBs identify which of the previously delivered ACK tests a partner should run and are based on the configuration of the partner’s design implementation. Because OOBs are not just partner-specific, but implementation-

specific, any OOB that Arm may have provided to a third-party ALA partner is not relevant to Qualcomm. *See* Agrawal Dep. Tr. at 29:1–21 (“Two partners can never have [the] same OOB.”). Further, as explained in Arm’s response to Qualcomm Interrogatory No. 1, by July 2022, Arm had already given Qualcomm several OOB packages, including for use with Nuvia-based designs. *See* Arm Resp. to Qualcomm Interrog. No. 1.

Further, though Qualcomm is not entitled to any ACK patches or OOB for Nuvia-based designs, Arm made clear in its January 8, 2025 letter to Qualcomm that “Arm intends to provide support for the Nuvia CPUs, including support and verification services” pending certain litigation between the parties. QCVARM_0573677.

Arm identifies the following individual as knowledgeable regarding aspects of this subject matter: Vivek Agrawal.

Pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARMQC_02603587, ARMQC_02604609, ARMQC_02604610, ARMQC_02604611, ARMQC_02604612, ARMQC_02604613, ARMQC_02604614, ARMQC_02604615, ARMQC_02604616, ARMQC_02604617, ARMQC_02604618, ARMQC_02604619, ARMQC_02747093, ARMQC_02747097, ARMQC_02747103, and ARMQC_02747104.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5 (July 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm provided all of its ALA partners, including Qualcomm, with quarterly ACK releases that incorporated ACK-patch solutions to ACK test issues relevant to all ALA partners. *See, e.g.,*

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Arm also provided Qualcomm with Qualcomm-specific support materials. *See, e.g.*, ARMQC_02747093 (document showing Arm providing Qualcomm-specific support materials); ARMQC_02747097 (document showing Arm providing Qualcomm-specific support materials); ARMQC_02747103 (document showing Qualcomm downloading Qualcomm-specific support materials); ARMQC_02747104 (document showing Qualcomm downloading Qualcomm-specific support materials).

Arm further incorporates by reference Arm's objections and responses to Qualcomm Interrogatory Nos. 1 and 10.

Arm further incorporates by reference the testimony of all witnesses that have been deposed in this case to date, including those specifically referenced herein, as well as the testimony of all witnesses deposed in *Arm v. Qualcomm*, Case No. 1:22-cv-01146 (D. Del.), and the exhibits used during those depositions.

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARMQC_02779171, ARMQC_02779174, ARMQC_02779176,

ARMQC_02779179, ARMQC_02779181; ARMQC_02603587, ARMQC_02604609,
ARMQC_02604610, ARMQC_02604611, ARMQC_02604612, ARMQC_02604613,
ARMQC_02604614, ARMQC_02604615, ARMQC_02604616, ARMQC_02604617,
ARMQC_02604618, ARMQC_02604619, ARMQC_026046020, ARMQC_02604621,
ARMQC_02604622, ARMQC_02604623, ARMQC_02747093, ARMQC_02747097,
ARMQC_02747103, ARMQC_02747104.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5 (September 5, 2025):

Arm incorporates by reference its previous responses to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further incorporates by reference the forthcoming expert report and testimony of Dr. Michael Brogioli, as well as documents and testimony cited therein.

INTERROGATORY NO. 6:

Describe in detail and provide a list of licensing terms that Arm has offered since 2019 for CortexA720 codenamed [REDACTED],” Cortex-A520 codenamed “[REDACTED]” Cortex M55 codenamed [REDACTED],” Cortex-X925 codenamed [REDACTED],” the CPU codenamed [REDACTED],” Cortex-A720AE codenamed [REDACTED] Cortex-A730 codenamed “[REDACTED]”, and Cortex-A725 codenamed [REDACTED]. Your response should identify (1) the names of each partner and which licensing offer(s) the partner received, (2) the date of each offer to each specific partner, (3) the licensing fee offered for each of the identified products, by partner (4) the royalty rate offered for each of the identified products, by partner (5) the licensing term offered for each of the identified products, by partner (6) any support and maintenance terms offered for each of the identified products, by partner (7) any restrictions imposed on engineering development efforts for each of the identified products, by partner (8) the names of all Arm individuals with relevant knowledge, and (9) all relevant documents identified by Bates number.

RESPONSE TO INTERROGATORY NO. 6 (JUNE 16, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as it is premature, overly broad, unduly burdensome, and disproportionate to the needs of the case, including, but not limited to, to the extent it seeks information regarding “each

partner,” “each offer,” “each of the identified products,” without limitation. Arm further objects to this Interrogatory as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks information regarding cores for which Qualcomm does not allege breach in its Second Amended Complaint, including “Cortex-X925,” [REDACTED]” “the CPU codenamed [REDACTED],” “Cortex-A720AE codenamed [REDACTED],” “Cortex-A730 codenamed [REDACTED],” and “Cortex-A725 codenamed [REDACTED]” Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm further objects to this Interrogatory as vague and ambiguous, as the term “restrictions” is unclear. Arm further objects to this Interrogatory as having multiple discrete subparts and therefore multiple interrogatories. Arm further objects to this request to the extent it seeks information that Arm is not permitted to disclose pursuant to confidentiality obligations or agreements with third parties.

Subject to and without waiver of its general and specific objections, Arm responds as follows: Arm is willing to meet and confer with Qualcomm regarding a reasonable scope for this interrogatory.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6 (July 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Arm further objects to this Interrogatory as vague and ambiguous, as the term “offered” is unclear. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies

the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARM_01424135, ARMQC_02779314, ARMQC_02772366, ARMQC_02779433, ARMQC_02779391, ARMQC_02779269, ARMQC_02779412, ARMQC_02779364, ARMQC_02779483, ARMQC_02783533, ARMQC_02783601, ARMQC_02783599, ARMQC_02783597, ARMQC_02783603, ARMQC_02783595, ARMQC_02783512, ARMQC_02783575, ARMQC_02774738, ARMQC_02774748, ARMQC_02774757, ARMQC_02774767, ARMQC_02774814, ARMQC_02774818, ARMQC_02774844, ARMQC_02774816.

Arm further incorporates by reference the testimony of the following witnesses: Karthik Shivashankar, Ehab Youssef, Akshay Bhatnagar, Jeff Fonseca, and Kurt Wolf, including the documents used at each of those depositions..

Arm further incorporates by reference any documents withheld on the basis of third-party confidentiality disputes, including due to an objection or motion for a Protective Order filed by any such third parties. Arm reserves the right to supplement this response to address such documents as appropriate should any such disputes be resolved and result in the production of any documents to Qualcomm.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

INTERROGATORY NO. 7:

Describe, in detail, Arm's business strategy with respect to gaining a competitive advantage against other companies, including Qualcomm. Your response should include (1) any strategy related to unwinding or limiting ALAs, (2) any strategy related to increasing licensing prices for products offered under any license, (3) any strategy related to development of silicon, (4) any strategy related to acquiring other companies, (5) any strategy related to increasing pricing or limiting access to [REDACTED] or future versions of the Arm ISA, (6) the names of all Arm individuals with relevant knowledge, and (7) all relevant documents identified by Bates number.

RESPONSE TO INTERROGATORY NO. 7 (JUNE 16, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this

Interrogatory as it is premature, overly broad, unduly burdensome, and disproportionate to the needs of the case, including, but not limited to, because it seeks information regarding “any strategy” and “all Arm individuals,” without limitation. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm further objects to this Interrogatory as vague and ambiguous, as the terms “Arm’s business strategy with respect to gaining a competitive advantage,” “unwinding or limiting ALAs,” “development of silicon,” and “increasing pricing or limiting access to [REDACTED] or future versions of the Arm ISA” are unclear. Arm objects to Qualcomm’s characterization of its business strategy. Arm further objects to this Interrogatory as having multiple discrete subparts and therefore multiple interrogatories. Arm further objects to this request to the extent it seeks information that Arm is not permitted to disclose pursuant to confidentiality obligations or agreements with third parties.

Subject to and without waiver of its general and specific objections, Arm responds as follows: Arm is willing to meet and confer with Qualcomm regarding a reasonable scope for this interrogatory, if any.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7 (July 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Arm further objects to this Interrogatory as seeking information that is not relevant to either Party’s claims or defenses, and not reasonably calculated to lead to the discovery of relevant evidence, including information regarding Arm’s “strategy related to acquiring other companies.” Specifically, this portion of the

Interrogatory is not relevant to any of Qualcomm’s claims in its Second Amended Complaint, including Qualcomm’s California Unfair Competition Law (“UCL”) claim. *See Bacon v. Carroll*, 2007 WL 2111057, at *7 (D. Del. July 17, 2007) (finding interrogatories related to defendant’s grievances “are not relevant or likely to lead to admissible evidence” and plaintiff “cannot point to any use for the material that would support” the claims). Arm is willing to meet and confer with Qualcomm as to the relevance and appropriate scope of this portion of the Interrogatory, if any.

Arm further objects to this Interrogatory as seeking information that is not relevant to either Party’s claims or defenses, and not reasonably calculated to lead to the discovery of relevant evidence, including information regarding “Arm’s business strategy with respect to gaining a competitive advantage against other companies.” Specifically, this portion of the Interrogatory is not relevant to any of Qualcomm’s claims in its Second Amended Complaint, including Qualcomm’s UCL claim. There is no support for the proposition that a business strategy to “gain[] a competitive advantage against other companies,” without more, is unfair or unlawful conduct under the UCL. Such conduct is instead generally pro-competitive. *See FTC v. Qualcomm*, 969 F.3d 974, 1003, 1005 (9th Cir. 2020) (finding Qualcomm’s “hypercompetitive” behavior to be “disruptive” but “in a manner that [is] beneficial to consumers in the long run”). Indeed, where business practices are “reasonable and consistent with current industry practice” and “reduc[e] ‘transaction costs and complexities,’” courts routinely find such conduct does not violate the UCL. *E.g.*, *Qualcomm Answering Br., Key v. Qualcomm*, No. 23-3354, D.I. 22.1 at 47–48 (Apr. 26, 2024) (citing *FTC v. Qualcomm*, 969 F.3d 974, 996 n.17, 996 (9th Cir. 2020)).

Subject to and without wavier of its general and specific objections, Arm responds as follows:

Arm’s business has always been customer centric. Its mission is to innovate and develop products to meet customer needs and market demand. Arm continues to pursue this mission by

developing both its instruction set architecture (“ISA”) and its implementation cores in close collaboration with its partners, including Qualcomm. This enables Arm’s partners to compete across the semiconductor technology stack, which in turn brings more choice to the market. Accordingly, Arm’s business strategy is aimed at investing in productive relationships with its partners to meet these pro-competitive goals.

Arm’s open licensing model enables many companies to design chips, fostering a competitive ecosystem. Specifically, Arm has enabled its partners to build custom central processing units (“CPUs”) by licensing its ISA to them through Architecture Licensing Agreements (“ALAs”). Doing so increases the number of CPUs available on the market, including CPUs that compete with Arm-designed CPUs, which Arm also makes available for license through Technology Licensing Agreements (“TLAs”). Given the extraordinary amount of time and resources required to successfully develop CPUs and the attendant high rate of failure, Arm [REDACTED]. Even the top semiconductor companies with the greatest resources are often unable to successfully develop custom CPUs under their ALAs. For example, Qualcomm—one of the world’s largest and most profitable semiconductor companies—sought to develop a custom core for the server market but ultimately abandoned the effort due to high costs. *See* Deposition of James Thompson, November 11, 2023, pp. 53–56. Indeed, Arm’s royalty payment model aligns its interests with those of its partners—meaning Arm succeeds when its partners do—and incentivizes its partners to make their intellectual property available as broadly as possible. Arm’s ALA licensing practices are thus pro-competitive and driven by rational business decisions.

In addition to major players like Qualcomm, Arm has also entered ALAs with promising start-up technology design companies to foster innovation and meet customer needs. For example, in 2019, Arm negotiated an ALA with NUVIA Inc. (“Nuvia”), a start-up that designed chips for

data centers. Arm agreed to accept a lower-than-average upfront fee for the ALA to help sponsor Nuvia's entry into the market. In return for Arm's agreement to share Nuvia's risk on the front-end, Nuvia agreed to grant Arm higher royalties if it successfully developed a CPU. This deal typified Arm's customer centric, pro-competitive approach to its partners: investment and support.

Although Arm executes ALAs with partners who have the means and desire to invest in developing their own customized CPUs, history and experience has demonstrated that those partners are not always capable of optimizing Arm's architecture during CPU development and are unlikely to yield CPUs that are materially superior to Arm's product, despite enormous investments of resources and time. Many partners thus license Arm's market-leading, ready-to-use implementation cores through TLAs rather than embarking on the high-risk, low-reward proposition of CPU development. TLAs enable Arm's partners to outsource their costly CPU research and development needs to Arm, which reduces their development burdens and risks, speeds up their time-to-market, and frees up resources for investment in innovation and differentiating themselves in other areas. Because TLAs offer a far more efficient, practical, and effective arrangement in almost every circumstance, the vast majority of Arm's licenses are TLAs and historically most of Arm's partners have a TLA. *See* ARM_01259705 at 9794; Deposition of Simon Segars, November 16, 2023, pp. 29–30. TLAs, in turn, directly benefit the market and consumers by increasing product quality while decreasing prices.

Arm has further explored offering its own chips to meet innovation needs and customer demand. Arm's potential entrance into the chip market would thus generate more competition, innovation, and consumer choice. Regulators routinely approve, and markets encourage, this type of pro-competitive conduct.

Arm does not have a blanket "strategy" for pricing its IP licenses. Arm instead approaches each license individually and in the context of the specific needs of the partner, market segment,

and end-users, resulting in various license structures. [REDACTED]

[REDACTED]. Qualcomm’s ALA, by contrast, [REDACTED]

[REDACTED]. To the extent Arm has [REDACTED]

[REDACTED]. Indeed, Arm’s conduct is “reasonable and consistent with current industry practice.” *See, e.g.,* Qualcomm Answering Br., *Key v. Qualcomm*, No. 23-3354, D.I. 22.1 at 47–48 (Apr. 26, 2024) (citing *FTC v. Qualcomm*, 969 F.3d 974, 996 n.17, 996 (9th Cir. 2020)).

Arm refers Qualcomm to its Initial Disclosures for “the names of all Arm individuals with” knowledge relevant to this Interrogatory.

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARM_01293447, ARMQC_02771129, ARMQC_02771151, QCVARM_0851876, QCVARM_1068459.

Arm further incorporates by reference the testimony of the following witnesses: Rene Haas, William Abbey, Paul Williamson, Richard Grisenthwaite, Karthik Shivashankar, Jannik Nelson, Peter Greenhalgh, Durga Malladi, and Martin Weidmann, including the documents used at each of those depositions.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 7 (September 5,

2025):

Arm incorporates by reference its previous responses to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further incorporates by reference the forthcoming expert reports and testimony of Dr. Michael Brogioli, Steven Richards, and Timothy Simcoe as well as documents and testimony cited therein.

INTERROGATORY NO. 8:

Identify and describe in detail the complete factual and legal bases for Your contention, if any, that You did not interfere, either intentionally or negligently, with Qualcomm's business opportunities, including but not limited to Qualcomm's business opportunities with the Smartphone Company and the AI and Ecosystem Company identified in the operative Complaint. Your response should include an identification of all documents by Bates numbers that you intend to rely upon to support your contention.

RESPONSE TO INTERROGATORY NO. 8 (JUNE 16, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as it is overly broad, unduly burdensome, and disproportionate to the needs of the case, including, but not limited to, because it seeks information regarding alleged interference with "Qualcomm's business opportunities," without limitation. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm further objects to this Interrogatory as vague and ambiguous, as the terms "Qualcomm's business opportunities," and "Qualcomm's business opportunities with the Smartphone Company and the AI and Ecosystem Company" are unclear.

Subject to and without wavier of its general and specific objections, Arm responds as follows:

Arm's October 2024 Letter And Its Publication Did Not Interfere With Qualcomm's Business Opportunities Because Arm Repeatedly And Publicly Stated That Qualcomm Was In Breach Of The Qualcomm ALA As Early As 2022

Arm's October 2024 letter stating that Qualcomm was in breach of the Qualcomm ALA, and the publication of the same, did not interfere with any of Qualcomm's business relationships because Arm repeatedly and publicly stated that Qualcomm was in breach of the Qualcomm ALA as early as 2022.

On November 15, 2022 Arm filed a publicly-available Answer in *Arm Ltd. v. Qualcomm Inc. et al.*, No. 22-1146 (MN) ("Arm v. Qualcomm"), in which Arm publicly stated that "Qualcomm is materially breaching its ALA, giving Arm the right to terminate, and the Qualcomm ALA does not provide a license for or right to continue development of the Nuvia technology," that "Qualcomm is breaching its ALA by improperly seeking to use the Qualcomm ALA to continue development of the relevant Nuvia technology, entitling Arm to terminate that ALA based on Qualcomm's material breaches," that "Arm is entitled to terminate Qualcomm's ALA based on Qualcomm's material breaches of the verification, delivery, and support and maintenance provisions," and that:

"Qualcomm's allegations that it is exercising its rights with respect to the relevant Nuvia technology under Qualcomm's license agreements with Arm and is not in violation of those agreements fail because Arm has no such obligations with respect to the Nuvia technology, and Qualcomm is breaching the Qualcomm ALA by insisting otherwise. Under the Qualcomm ALA, Arm has no obligation to provide, and Qualcomm has no right to seek, verification, delivery, or support and maintenance in connection with technology developed under the now-terminated Nuvia ALA. The 'verification' provisions of Section 4 of the Qualcomm ALA are limited to products manufactured [redacted] in the ALA. The delivery (Section 5) and support and maintenance (Section 7) obligations of the Qualcomm ALA are similarly limited to the defined [redacted] and therefore likewise do not extend to the relevant Nuvia technology, which embodies and was derived from Arm technology delivered by Arm to Nuvia under Nuvia's now-terminated ALA. Qualcomm's unreasonable, bad-faith demands that Arm comply with purported obligations for verification, delivery, and support and maintenance with respect to technology delivered and developed outside the scope of the Qualcomm ALA are contrary to the parties' expectations and undermines the benefit to Arm from the Qualcomm ALA, thereby materially breaching that agreement's terms and implied

covenant of good faith and fair dealing and entitling Arm to terminate the Qualcomm ALA under Section 14.2.”

No. 22-1146, D.I. 21 at 2, 37, 39, 41-42.

On April 11, 2024, Arm filed another publicly-available Answer that likewise included allegations that Qualcomm was in breach of its ALA, including that “Qualcomm is breaching its ALA by improperly seeking to use the Qualcomm ALA to continue development of the relevant Nuvia technology,” and that “Qualcomm is materially breaching its ALA, giving Arm the right to terminate” D.I. 322 at 2, 42-45, 48-49. These materials were available to any member of the public, including online through the Court’s public docket in *Arm v. Qualcomm*, No. 22-1146.

**Qualcomm Recognized That Arm’s October 22, 2024
Notice Of Material Breach “Is Actually Not New News”**

In *Arm v. Qualcomm*, the Court held a pre-trial conference on November 20, 2024. During that conference, Qualcomm’s counsel stated that Arm’s claim that Qualcomm is in breach of the Qualcomm ALA has been in the case “starting at the very beginning,” Nov. 11, 2024 Hearing Tr. at 13:10-16, and that “[t]he letter on October 22nd is actually not new news in the sense of alleging these breaches”:

“And in response to that, there have been repeated allegations that the Qualcomm ALA has been breached by Qualcomm. The letter on October 22nd is actually not new news in the sense of alleging these breaches. It has been in the case squarely and we anticipate that it is going to be raised by ARM in response to the arguments that we have regarding the fact that our products are licensed.”

Id. at 14:18-24. Qualcomm’s counsel stated earlier in that same hearing that “with respect to Qualcomm’s alleged breach under the Qualcomm ALA, Arm itself has put that in the case starting at the very beginning” and that “[w]hen you go to their answer at DI 21, they say ... [Qualcomm is] also materially breaching its ALA with Arm.” *Id.* at 13:10-16. Qualcomm candidly admitted “as early as November 15, 2022, in DI 21, ... they say Qualcomm is materially breaching its own ALA and giving ARM the right to terminate that agreement.” *Id.* at 13:23-14:12. Qualcomm also acknowledged “there is at least five or six references” to this same assertion that Arm has the right

to terminate the Qualcomm ALA “throughout [Arm’s] pleading” in November 2022. *Id.*

Arm’s Alleged Publication of Arm’s October 2024 Letter Did Not Interfere With Qualcomm’s Business Opportunities Because Qualcomm Admits It Had An Obligation To Publish—And Did Publish—Arm’s October 2024 Letter

On October 22, 2024 Arm sent a notice of material breach (“October 22 Notice”) to Qualcomm that echoed its public statements in its November 15, 2022 and April 11, 2024 Answers, including that:

“The Qualcomm ALA permits [REDACTED]
[REDACTED] Qualcomm is only permitted to [REDACTED] requirements of the Qualcomm ALA [REDACTED]
And Qualcomm is entitled to [REDACTED]
[REDACTED] within the scope of the ALA. These obligations are reflected in multiple places in the Qualcomm ALA, including but not limited to Sections [REDACTED]
[REDACTED]

Qualcomm has systematically and willfully breached these obligations, and its breaches have accelerated and expanded in recent months. Specifically, Qualcomm has [REDACTED]
[REDACTED]

[REDACTED] And Qualcomm initiated and continues to prosecute contractual claims that arise from Qualcomm’s improper conduct with respect to these unlicensed cores.

Due to Qualcomm’s willful, ongoing, and renewed actions, Qualcomm is in material breach of the Qualcomm ALA.”

10/22/2024 Arm Breach Notice to Qualcomm (ARMQC_02749015). No terms or provisions of the Qualcomm ALA were quoted in Arm’s notice of material breach. *Id.* Qualcomm responded on October 28, 2024. 10/28/2024 Qualcomm Ltr. to Arm. Qualcomm made a summary of the contents of both notices available to the public on November 6, 2024. Qualcomm 10-K Annual Report (November 6, 2024).

On January 8, 2025, Arm withdrew its October 22 Notice, stating that:

[REDACTED]

[REDACTED] while Arm's ongoing legal challenges are pending, [REDACTED] Arm therefore withdraws the pending October 22, 2024 notice of material breach. [REDACTED]

Arm's prior correspondence and relevant court filings in the Delaware litigation reflect Arm's legal position regarding the scope of the Qualcomm ALA and the required actions that Nuvia acting in concert with Qualcomm must take in light of the termination of the Nuvia ALA on March 1, 2022. Arm's future legal filing will reflect its legal position regarding the non-final verdict, a new trial and judgment in the legal case. Arm reserves all rights and none of Arm's conduct, support and verification reflects a waiver of Arm's present or future rights or claims.

1/8/2025 Arm Ltr. to Qualcomm (QCVARM_0847182). Qualcomm and Arm exchanged further correspondence on January 22 and 30. 1/22/2025 Qualcomm Ltr. to Arm (QCVARM_0847182); 1/30/2025 Arm Ltr. to Qualcomm (QCVARM_0847184).

On November 6, 2024 Qualcomm publicly described Arm's October 22 Notice in its Annual Report to investors:

On October 22, 2024, Arm provided us with a notice alleging that we have breached the Qualcomm ALA by marketing products that contain CPUs that Arm alleges use designs, technology and code created by Nuvia employees prior to our acquisition of Nuvia; by seeking support and verification from Arm for additional products that use such alleged designs, technology and code; and by suing Arm for breach of the Qualcomm ALA. Arm's notice asserts that it will have the right to terminate the Qualcomm ALA if such alleged breaches are not cured within 60 days of such notice.

Qualcomm 10-K Annual Report (November 6, 2024).

On December 16, 2024 Qualcomm filed a public version of its First Amended Complaint in this case in which it publicly described Arm's October 22, 2024 notice of material breach, stating that "Arm sent Qualcomm a notice of material breach purporting to have the right to terminate Qualcomm's own license," described the contents of the letter, and publicly filed a redacted copy

of the notice of material breach. A redacted copy of Arm's October 22, 2024 notice of material breach was and remains accessible to any member of the public, including online through the Court's public docket in *Arm v. Qualcomm*, No. 22-1146. D.I. 39 at 2, 8-9, 32-35; D.I. 39-1.

On January 22, 2025, Qualcomm wrote to Arm and stated that the parties' correspondence on this issue was not confidential, and that Qualcomm was "required by law" to publicly disclose the correspondence in its filings with the U.S. Securities & Exchange Commission, and that "in filings with the U.S. Securities & Exchange Commission, Qualcomm has disclosed Arm's October 22 notice":

"Even if that [January 8, 2025] letter [withdrawing the October 22, 2024 notice of material breach] were itself 'Confidential'—and it is not—Qualcomm is nevertheless required by law to disclose the fact that Arm has withdrawn that notice and indicated that it has no current plan to terminate the Qualcomm ALA pending resolution of challenges to the jury verdict. For instance, in filings with the U.S. Securities & Exchange Commission, Qualcomm has disclosed Arm's October 22 notice and Arm's threats to terminate the Qualcomm ALA. Qualcomm intends to update those disclosures in light of Arm's withdrawal of that notice and statement that it does not currently intend to terminate the Qualcomm ALA pending resolution of challenges to the jury verdict. We presume you have no objection to this legally required update."

1/22/2025 Qualcomm Ltr. to Arm (QCVARM_0847182).

On February 5, 2025 Qualcomm publicly described Arm's January 8, 2025 letter in its Quarterly Report:

On January 8, 2025, Arm notified us that it was withdrawing its October 22, 2024 notice of breach and indicated that it has no current plan to terminate the Qualcomm ALA, while reserving its rights pending the outcome of the ongoing litigation.

Qualcomm 10-Q Quarterly Report (February 5, 2025). Cristiano Amon also publicly described Arm's communication in its public investor conference call on February 5, 2025.

**Arm's Actions Did Not Interfere With Any Of
Qualcomm's Business Opportunities With [REDACTED]**

The business opportunities Qualcomm alleges it lost are not due to Arm's actions, and Arm's conduct did not amount to intentional or negligent interference with Qualcomm's business

relationships with [REDACTED].

Regarding [REDACTED], Qualcomm contends that “[a]fter the Breach Letter was published, [REDACTED] delayed finalizing a termsheet for an agreement under which Qualcomm would design that custom chip and requested inclusion of language related to Qualcomm’s chip development capabilities. [REDACTED] has stated to Qualcomm that before it finalizes that termsheet, it must first understand the implications of termination of the QC ALA on Qualcomm’s ability to deliver the custom chips in question.” SAC ¶ 159. Qualcomm has failed to identify the termsheet in question let alone any documents relevant to its theory that its business relationship with [REDACTED] was harmed by Arm. Further, any delay in the finalization of that termsheet is due to factors other than Arm’s actions, including Qualcomm’s own business practices.

Regarding [REDACTED], Qualcomm contends that “[REDACTED] had informed Qualcomm that it was designing a new mobile phone that would rely on Qualcomm’s innovative Snapdragon® 8-Elite SoC. After learning that Arm was threatening to terminate the QC ALA, however, a senior executive of [REDACTED] informed a senior Qualcomm executive that the customer’s legal and intellectual-property teams would need to confer with their counterparts at Qualcomm. [REDACTED] has also insisted on Qualcomm’s providing additional reassurances before it will extend its existing business relationship with Qualcomm.” SAC ¶ 158. Qualcomm has failed to identify any lost opportunity with [REDACTED] and any loss of an “exten[sion]” to its relationship with [REDACTED] is due to factors other than Arm’s actions, including Qualcomm’s own business practices.

Qualcomm’s Claims Are Barred By *Noerr-Pennington* And California’s Litigation Privilege

As a matter of law, Arm’s alleged conduct is related to litigation and therefore not actionable. *Noerr-Pennington* immunizes parties from liability “for engaging in conduct (including litigation) aimed at influencing decision making by the government.” *Avaya Inc., RP v. Telecom*

Labs, Inc., 838 F.3d 354, 413 (3d Cir. 2016). The *Noerr-Pennington* doctrine protects “conduct incidental to the prosecution of [a] suit,” *Sosa v. DIRECTV, Inc.*, 437 F.3d 923, 934-35 (9th Cir. 2006), including “demand letter[s] or cease-and-desist letter[s].” *UMG Recordings, Inc. v. Glob. Eagle Ent., Inc.*, 117 F. Supp. 3d 1092, 1113 (C.D. Cal. 2015); *Sweet St. Desserts, Inc. v. Chudleigh’s Ltd.*, 655 F. App’x 103, 111 (3d Cir. 2016) (“cease-and-desist letter” “protected under *Noerr-Pennington*”); *Magnetar Techs. Corp. v. Six Flags Theme Parks Inc.*, C.A. No. 07-127-LPS, 2011 WL 678707, at *2 (D. Del. Feb. 18, 2011) (similar).

Courts also apply *Noerr-Pennington* immunity when plaintiffs bring tortious interference and other claims based on purported communications about litigation to customers. *See, e.g., Evanger’s Dog & Cat Food Co. v. Env’t Democracy Project*, No. CV 21-08489, 2022 WL 180205, at *1, *4 (C.D. Cal. Jan. 20, 2022) (dismissing claims arising out of letter to plaintiff’s customer); *Fitbit, Inc. v. Laguna 2, LLC*, No. 17-cv-00079- EMC, 2018 WL 306724, at *10 (N.D. Cal. Jan. 5, 2018) (claims based on contacting customers regarding pre-suit demand letter barred by *Noerr-Pennington*).

California’s litigation privilege also protects Arm’s letter (and the alleged publicizing of that letter) from Qualcomm’s tortious interference claims. The “litigation privilege is ... absolute in nature,” *Silberg v. Anderson*, 50 Cal. 3d 205, 215 (1990), and protects not only statements made in litigation, but also “out-of-court statements ‘to nonparties who have a substantial interest in the outcome of the pending litigation,’” *Weiland Sliding Doors & Windows, Inc. v. Panda Windows & Doors, LLC*, 814 F. Supp. 2d 1033, 1040-41 (S.D. Cal. Aug. 29, 2011); *see also Cargill v. Progressive Dairy Sols., Inc.*, No. CV-F-07-0349-LJO-SMS, 2008 WL 2235354, at *6 (E.D. Cal. May 29, 2008) (“news release” “inform[ing] the recipients of the ... claims asserted” protected by the privilege); *Designing Health, Inc. v. Erasmus*, No. CV-98-4758 LGB (CWx), 2001 WL 36239748, at *3-4 (C.D. Cal. Apr. 24, 2001) (similar). Arm’s letter was made during litigation

with Qualcomm regarding Arm’s claims. Such publications are protected under California law. *Cargill*, 2008 WL 2235354, at *6.

Qualcomm Has Not Identified Any Independently Wrongful Conduct

To plead intentional interference with prospective economic advantage, Qualcomm must allege “intentionally wrongful act(s) designed to disrupt the relationship.” *See Roy Allan Slurry Seal, Inc. v. Am. Asphalt S., Inc.*, 2 Cal. 5th 505, 512 (2017). This element requires “independently wrongful” conduct, defined as conduct “proscribed by some constitutional, statutory, regulatory, common law, or other determinable legal standard.” *Korea Supply Co. v. Lockheed Martin Corp.*, 19 Cal. 4th 1134, 1159 (2003). Even if a plaintiff alleges some sort of interference with economic advantage, courts dismiss intentional interference claims where the plaintiff still does not allege conduct “wrongful by some legal measure,” *Golden v. Sound Inpatient Physicians Med. Grp., Inc.*, 93 F. Supp. 3d 1171, 1178 (E.D. Cal. 2015), or that the conduct “violated any other law, which is a necessary element of intentional interference with economic relations,” *Republican Nat’l Comm. v. Google LLC*, 2024 WL 3595538, at *1 (E.D. Cal. July 31, 2024).

Qualcomm has already conceded that breach-of-contract does *not* satisfy the independently-wrongful-acts requirement. D.I. 64 at 13; *see Block v. eBay, Inc.*, 2012 WL 1601471, at *5 (N.D. Cal. May 7, 2012). Allegations that Arm leaked the breach letter or made statements to customers, SAC ¶ 192, likewise do not show violations of “other law,” particularly where Qualcomm fails to plead UCL claims and where that conduct is protected by *Noerr-Pennington*. Qualcomm’s negligent tortious interference claim fails for the same reason: Arm has “failed to allege facts showing that defendants engaged in an act that is wrongful apart from the interference itself.” *See TriCoast Builders, Inc. v. Lakeview Loan Servicing, LLC*, 2021 WL 248316, at *5 (Cal. Ct. App. Jan. 26, 2021) (quotations omitted).

Qualcomm Has Not Established That Arm Owed Any Duties To Qualcomm

With respect to Qualcomm’s negligent interference claim, Arm did not owe Qualcomm a duty of care. California law imposes a duty of care via contract only if the contract itself contains that duty. *See, e.g., Golick v. State of California*, 82 Cal. App. 5th 1127, 1150 (2022) (no duty where plaintiffs did not show contract included “duty to protect”); *Jane Doe No. 1 v. Uber Techs., Inc.*, 79 Cal. App. 5th 410, 423 (2022) (no duty where contract did not contain “express promise”). Even “[t]he implied covenant of good faith and fair dealing is a contractual relationship and does not give rise to an independent duty of care.” *Ragland v. U.S. Bank*, 209 Cal. App. 4th 182, 206 (2012).

Qualcomm also cannot establish a duty of care where Qualcomm and Arm are allegedly competitors. Qualcomm repeatedly alleges that Qualcomm and Arm have “competing CPU designs,” and that Arm is seeking to “compete ... with Qualcomm.” SAC ¶¶ 1, 5; *see also id.* ¶¶ 35, 52, 70–74, 160, 165. But “[t]here is no duty of care between competitors under California law.” *Singman v. NBA Props., Inc.*, 2014 WL 7892049, at *5 (C.D. Cal. Jan. 17, 2014); *Stolz v. Wong Commc’ns Ltd. P’ship*, 25 Cal. App. 4th 1811, 1825 (1994).

Qualcomm’s Claims Are Barred By Unclean Hands

Qualcomm’s allegations regarding Arm’s interference with Qualcomm’s customer relationships is also barred by the equitable doctrine of unclean hands. “One who comes into equity must come with clean hands and keep those hands clean throughout the pendency of the litigation even to the time of ultimate disposition by an appellate court.” *Honeywell Int’l, Inc. v. Universal Avionics Sys. Corp.*, 398 F. Supp. 2d 305, 310 (D. Del. 2005) (quoting *Gaudiosi v. Mellon*, 269 F.2d 873, 881 (3d Cir. 1959)). “The clean hands maxim gives broad discretion to the court’s equity power in refusing to aid an unclean hands litigant.” *Id.* “Any willful act, which can rightfully be said to transgress equitable standards, is sufficient.” *Id.* at 311.

“The equitable doctrine of unclean hands applies when a party seeking relief has committed

an unconscionable act immediately related to the equity the party seeks in respect to the litigation.” *Kars 4 Kids Inc. v. Am. Can!*, 98 F.4th 436, 449 (3d Cir. 2024) (quoting *Highmark, Inc. v. UPMC Health Plan, Inc.*, 276 F.3d 160, 174 (3d Cir. 2001)). “The misconduct must be rooted in ‘fraud, unconscionable conduct, or bad faith ... that injures the other party and affects the balance of equities.’” *Id.* at 450 (quoting *Paramount Aviation Corp. v. Agusta*, 178 F.3d 132, 147 n.12 (3d Cir. 1999)).

Courts have found unclean hands where the plaintiff engaged in the same (inequitable) conduct it accuses a defendant of. *See, e.g., Emco, Inc. v. Obst*, No. CV03-6432-R (RZX), 2004 WL 1737355, at *4–6 (C.D. Cal. May 7, 2004) (in a Lanham Act case where plaintiff accused defendant of falsely advertising that its blades were manufactured in the United States, the court found that defendant had proven its affirmative defense of unclean hands as a matter of law because plaintiff’s “Americut” blades—which plaintiff promoted with classic American symbols such as the American flag and Statue of Liberty—were similarly manufactured overseas); *Haagen-Dazs, Inc. v. Frusen Gladje Ltd.*, 493 F. Supp. 73, 75–76 (S.D.N.Y. 1980) (denying plaintiff’s motion for a preliminary injunction due to plaintiff’s unclean hands in accusing defendant of falsely using Swedish motifs to suggest that its products were not of domestic origin, when plaintiff had done similarly). Qualcomm published Arm’s October 2024 letter just days after Arm did. Further, on March 25, 2025, Bloomberg published a story concerning Qualcomm’s non-public complaints of anticompetitive behavior at the European Commission, US Federal Trade Commission, and Korea Fair Trade Commission. Josh Sisco & Ian King, *Qualcomm Takes Legal Fight with Arm to Global Antitrust Agencies*, Bloomberg News (Mar. 25, 2025, 3:55 PM CDT), <https://www.bloomberg.com/news/articles/2025-03-25/qualcomm-takes-legal-fight-with-arm-to-global-antitrust-agencies>. Qualcomm’s publication of Arm’s letter, and non-public litigation materials to Bloomberg bar its claims against Arm under the doctrine of unclean hands.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8 (June 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further responds that Qualcomm's witness Mr. Cristiano Amon, Qualcomm's President and Chief Executive Officer and corporate designee on harm resulting from Arm's alleged tortious interference (*see, e.g.*, Arm's Fed. R. Civ. P. 30(b)(6) Topic No. 56), testified that Qualcomm's allegations of harm resulting from the October 22 Notice and Bloomberg article are based on Arm's allegations in the lawsuit. For example, Mr. Amon testified as follows:

Q. Is it your view that Qualcomm suffered harm because its customers were informed that Arm alleged that Qualcomm had breached its ALA?

A. Yes.

Q. Okay. And is it your view that Qualcomm suffered harm because the public was informed that Arm alleged that Qualcomm had breached its ALA?

A. Yes.

Q. Is it your view that Qualcomm suffered harm because customers were informed that Arm believed it could terminate Qualcomm's ALA due to Qualcomm's alleged breach of that?

A. Yes.

Q. And is it your view that view that [*sic*] Qualcomm suffered harm because the public was informed that Arm believed it could terminate Qualcomm's ALA due to Qualcomm's alleged breach of that agreement?

A. Yes. And let's specify public stakeholders[,], shareholders[,], and employees and all of that.

Amon Dep. Tr. (Rough) at 161:15-162:19; *see also id.* at 146:13-147:7. Mr. Amon's testimony confirms that Qualcomm's allegations of harm resulting from the October 22 Notice and Bloomberg article relate squarely to the litigation and Arm's litigation-related conduct.

Accordingly, Qualcomm's claims for tortious interference are barred by *Noerr-Pennington* and California's Litigation Privilege.

Regarding [REDACTED] Arm further responds that Qualcomm still has failed to identify any harm to its business relationship with [REDACTED], let alone any harm that was caused by Arm. In particular, the material business terms agreed between Qualcomm and [REDACTED] were unaffected by the October 22 Notice. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Nor did the October 22 Notice and Bloomberg article materially delay Qualcomm's business dealings with [REDACTED]. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Arm's dealings with [REDACTED] also did not impact Qualcomm's dealings. [REDACTED]

Regarding [REDACTED], Arm further responds that Qualcomm still has failed to identify any harm to its business relationship with [REDACTED] that was caused by Arm. Qualcomm's business relationship with [REDACTED] had instead become increasingly strained in the years preceding the October 22 Notice because of Qualcomm's decision to scale back its use of [REDACTED]. For example, Mr. Amon wrote in June 2024 that Qualcomm was "[REDACTED]

[REDACTED] QCVARM_1069945. Mr. Amon testified that there was "PTSD on both sides" of the Qualcomm and [REDACTED]. *See, e.g.,* Amon Dep. Tr. (Rough) at 264:2-275:25. Predating the October 22 Notice, Mr. Amon had come to believe that a [REDACTED] *See, e.g., id.* at 266:2-8. Any harm to Qualcomm's business relationship with [REDACTED] was Qualcomm's own doing and unrelated to any actions by Arm.

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: QCVARM_0865022, QCVARM_0864924, QCVARM_0864933, QCVARM_0864833, QCVARM_0865420, QCVARM_0865236, QCVARM_0865430, QCARM_3425702, QCARM_3534037, QCVARM_0856270, QCVARM_0856888, QCVARM_1069082, QCVARM_1069106, QCARM_3533982, QCARM_7484460, QCARM_7484463, QCVARM_0467694, QCVARM_1069945, QCVARM_1070005, QCVARM_1118617, QCARM_7515834, QCVARM_0464076, QCVARM_0464128, QCVARM_0464495, QCVARM_0465604, QCVARM_0600730, QCVARM_0601923, QCVARM_0608314, QCVARM_1068645, QCVARM_1118760, QCVARM_1119347, QCVARM_0848786.

Arm further incorporates by reference the testimony of the following witnesses: Pavankumar Mulabagal, Cristiano Amon, and Spencer Collins, including the documents used at each of those depositions..

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8 (September 5, 2025):

Arm incorporates by reference its previous responses to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further incorporates by reference the forthcoming expert reports and testimony of Thomas Britven, Timothy Simcoe, and Steven Richards, as well as documents and testimony cited therein.

INTERROGATORY NO. 9:

Identify and describe in detail the complete factual and legal bases for Your contention, if any, that Your conduct as identified in Paragraphs 204-212 of the Second Amended Complaint does not constitute a violation of unfair competition law under the California Unfair Competition Law. Your response should include an identification of all documents by Bates numbers that you intend to rely upon to support your contention.

RESPONSE TO INTERROGATORY NO. 9 (JUNE 16, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as it is premature, overly broad, and unduly burdensome. Arm objects to this Interrogatory to the extent it calls for a legal conclusion. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules.

Subject to and without wavier of its general and specific objections, Arm responds as follows:

Qualcomm asserts that Arm violated the California Unfair Competition Law (“UCL”) by allegedly (1) withholding deliverables under the Qualcomm ALA and TLA; (2) misrepresenting to Qualcomm that it was not withholding deliverables; (3) “wrongfully” asserting that it has the right to terminate the QC ALA; (4) refusing to negotiate licensing terms with Qualcomm in good faith; (5) threatening or attempting to cut off Qualcomm’s access to Arm’s ISA; (6) leaking its October 22, 2024 letter to the media; (7) interfering or attempting to interfere with Qualcomm’s customer relationships; and (8) making misleading statements to Qualcomm’s customers to pressure them not to acquire products from Qualcomm. SAC ¶¶ 206–07. None of this conduct constitutes “a violation of unfair competition law” under the UCL.

To bring a claim under the UCL, Qualcomm must show that Arm engages in an “unfair, unlawful, or fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200. Qualcomm has

indicated its allegations implicate the “unfair” and “unlawful” prongs. Arm’s conduct is not unfair or unlawful.

There are two tests courts use to determine whether conduct is “unfair” under the UCL. First, when a business competitor brings a UCL claim, California courts apply a “tethering test” that examines whether the conduct “[1] threatens an incipient violation of an antitrust law, or [2] violates the policy or spirit of one of those laws because its effects are comparable to or the same as a violation of the law, or [3] otherwise significantly threatens or harms competition.” *Cel-Tech Comm’cns, Inc. v. L.A. Cell. Tel. Co.*, 20 Cal.4th 163, 187 (1999). The claim must “be tethered to some legislatively declared policy or proof of some actual or threatened impact on competition.” *Zhejiang Yuanzheng Auto*, 2023 WL 4317189, at *12 (citing *Cel-Tech Comm’cns, Inc. v. L.A. Cell. Tel. Co.*, 20 Cal.4th 163, 186–87 (1999)). A party’s conduct “violates the policy or spirit of the antitrust laws” where “the effect of the conduct is comparable to or the same as a violation of the antitrust laws, [] or it otherwise significantly threatens or harms competition.” *People’s Choice Wireless*, 131 Cal. App. 4th at 662 (citing *Cel-Tech*, 20 Cal. 4th at 187). Second, in consumer actions, California courts apply a “balancing test” which “weigh[s] the utility of the defendant’s conduct against the gravity of the harm to the alleged victim.” *Id.* (simplified). Finally, the “unlawful” prong requires Qualcomm to prove that Arm violated a federal, state, or local law. *See Olson v. World Fin. Grp. Ins. Agency, LLC*, 2024 WL 4668515, at *8 (N.D. Cal. Nov. 4, 2024). Arm’s alleged conduct does not violate the UCL under either the “unfair” prong—including under both the tethering and balancing tests—or “unlawful” prong.

Arm’s Alleged Conduct Does Not Violate the UCL Under The Tethering Test

As a threshold matter, Qualcomm’s allegations about Arm’s allegedly unfair conduct suffer from two fatal flaws. For one, Qualcomm “does not identify an antitrust law or a policy or spirit of such a law.” *Roberson v. Pocker*, 2024 WL 2984026, at *10 (C.D. Cal. Apr. 3, 2024) (granting

dismissal); *see also Gregory v. Albertson's, Inc.*, 104 Cal. App. 4th 845, 854 (2002) (affirming dismissal where “complaint allege[d] that Albertson’s acted with a motive to secure an advantage over competitors” but did “not state a theory of unfair practice based on violation of specific anti-trust statutes or policies of anti-trust legislation”). Qualcomm cannot make the “unusual” showing that Arm somehow “violate[d] the ‘policy and spirit’ of the antitrust laws without violating the actual laws themselves.” *Synopsys, Inc. v. ATopTech, Inc.*, 2015 WL 4719048, at *10 (N.D. Cal. Aug. 7, 2015). For another, Qualcomm fails to identify any relevant market in which Arm’s conduct allegedly threatens competition and has affirmatively represented that it “does not intend to offer a market definition to support its” UCL claim. 4/9/25 Ltr. From C. Nyardy at 4. But “without a definition of [the] market there is no way to measure [Arm’s] ability to lessen or destroy competition.” *Ohio v. Am. Express*, 585 U.S. 529, 543 (2018); *Racek v. Rady Children’s Hosp. of San Diego*, 2012 WL 2947881, *6 (Cal. App. July 20, 2012); *Sun Microsystems, Inc. v. Microsoft Corp.*, 87 F. Supp. 2d 992 (N.D. Cal. 2000); *Vox Network Sols., Inc. v. Gage Tech., Inc.*, 2025 WL 929939, *5 (N.D. Cal. Mar. 27, 2025) (dismissing claim under UCL’s “unfair” prong, where plaintiff failed to identify relevant market); *Reilly v. Apple Inc.*, 578 F.Supp.3d 1098, 1106-1111 (N.D. Cal. 2022) (same where plaintiff alleged only implausible market). Qualcomm’s allegations thus beg the question: “Competition” with what products, or with whom?

Although the legal inquiry should end there, Arm’s conduct nevertheless does not satisfy any of the respective tests under the UCL or constitute a violation of that law. Qualcomm’s continued refusal to identify the antitrust laws implicated by Arm’s conduct or the relevant market(s) in which Arm’s conduct allegedly threatens competition makes it impossible for Arm to provide the “complete factual and legal bases” supporting Arm’s contention that its “conduct as identified in Paragraphs 204-212 of the Second Amended Complaint does not constitute a violation of unfair competition law under the California Unfair Competition Law.” Arm’s analysis is thus

limited to Qualcomm’s present allegations and representations, and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory to the extent Qualcomm clarifies its claim.

Qualcomm alleges that Arm acted unfairly by “withholding deliverables” it must provide [REDACTED] “misrepresenting to Qualcomm that it was not withholding deliverables,” “asserting that it has the right to terminate the QC ALA without any basis in the QC ALA for those assertions,” and “refusing to negotiate license terms with Qualcomm in good faith.” SAC ¶ 206. These allegations assert that Arm breached its contracts with Qualcomm, but corporate plaintiffs may not bootstrap contract claims into UCL violations. *See, e.g., Martin Saturn of Ontario, Inc. v. Suburu of Am. Inc.*, 2023 WL 9417499, *8 (C.D. Cal. July 21, 2023); *Dollar Tree Stores Inc. v. Toyama Partners LLC*, 875 F. Supp. 2d 1058, 1083 (N.D. Cal. 2012); *Scripps Clinic v. Superior Court*, 108 Cal.App.4th 917, 940 (2003) (concluding harm was contractual, but not a UCL violation); *Mazal Grp. LLC v. Espana*, 2017 WL 6001721, at *4 (C.D. Cal. Dec. 5, 2017) (dismissing UCL claim when plaintiff did not include any specific allegations regarding the unfair prong and simply incorporated breach of contract allegations)). As Qualcomm itself has argued, it “makes little sense to hold that contract disputes between ‘the world’s most sophisticated companies,’ [*Fed. Trade Comm’n v. Qualcomm Inc.*, 969 F.3d 974, 997 (9th Cir. 2020)], could give rise to an independent UCL claim.” Qualcomm Answering Br., *Key v. Qualcomm*, No. 23-3354, D.I. 22.1 at 48 (Apr. 26, 2024) (citing *Sybersound Records, Inc. v. UAV Corp.*, 517 F.3d 1137, 1152 (9th Cir. 2008)). Qualcomm’s assertion that Arm refused to negotiate license terms with Qualcomm in good faith is barred by the statute of limitations.

To the extent Qualcomm alleges that any of Arm’s conduct was aimed at “threatening or attempting to cut off Qualcomm’s access to the ubiquitous Arm ISA,” SAC ¶ 207, such conduct still does not constitute a violation of the UCL. As Qualcomm itself has argued, “an antitrust duty

to deal with” or license others is “far outside the mainstream of antitrust law.” Qualcomm Answering Br., *Key v. Qualcomm*, No. 23-3354, D.I. 22.1 at 30 (Apr. 26, 2024); *see also Verizon Comm’cns, Inc. v. Law Offices of Curtis V. Trinko, LLP*, 540 U.S. 398, 407-411 (2004) (“As a general rule, businesses are free to choose the parties with whom they will deal, as well as the prices, terms, and conditions of that dealing.” (quoting *United States v. Colgate & Co.*, 250 U.S. 300, 307 (1919))); *FTC v. Qualcomm*, 969 F.3d 974 (9th Cir. 2020) (“As the Supreme Court has repeatedly emphasized, there is no duty to deal under the terms and conditions preferred by [a competitor’s] rivals.”); *Simon and Simon, PC v. Align Tech., Inc.*, 2020 WL 1975139, *3-6 (D. Del. Apr. 24, 2020). It is completely beyond the reach of antitrust law here given Qualcomm has disclaimed any argument that Arm is attempting to exercise monopoly power. 4/28/25 Ltr. From C. Nyardy at 1 (“As the ... SAC make[s] clear, Qualcomm is not asserting a claim for monopolization under Section 2 of the Sherman Act; it is asserting a claim under the UCL’s ‘unfair’ prong.”); SAC ¶ 207 (striking monopoly allegation). “[I]n the absence of any purpose to create or maintain a monopoly,” antitrust law “does not restrict the long-recognized right of a trader or manufacturer engaged in an entirely private business, freely to exercise his own independent discretion as to parties with whom he will deal.” *United States v. Colgate & Co.*, 250 U.S. 300, 308 (1919); *Trinko*, 540 U.S. at 408. For that reason, California courts have consistently held a purported refusal to deal “is neither unlawful nor unfair” as a matter of law for purposes of the UCL. *Chavez v. Whirlpool Corp.*, 93 Cal. App. 4th 363, 367 (2001); *see also Drum v. San Fernando Valley Bar Ass’n*, 182 Cal. App. 4th 247, 254; *Beverage v. Apple Inc.*, 101 Cal. App. 5th 749-50, 753-56 (2024); *People’s Choice Wireless, Inc. v. Verizon Wireless*, 131 Cal. App. 4th 656, 668 (2005) (explaining that though it is true an antitrust violation is not necessary under the UCL, “[t]he allegations here are simply too far removed from cognizable antitrust evils to warrant intervention by a California court”).

Also, to the extent Qualcomm's allegation that Arm "refus[ed] to negotiate license terms with Qualcomm in good faith," SAC ¶ 206, refers to the claim that Arm violated the implied covenant of good faith and fair dealing by allegedly refusing to negotiate a license to [REDACTED] of the Arm ISA, both the breach of contract and "refusal to deal" principles explained above preclude UCL liability premised on such conduct.

Next, Arm did not violate the UCL by allegedly "interfering or attempting to interfere with Qualcomm's relationships with Qualcomm's current and prospective customers," "leaking the Breach letter to the media," and "making misleading statements to Qualcomm's customers to pressure them not to acquire products from Qualcomm." SAC ¶¶ 206–07. The policy and spirit behind the antitrust laws protect against harm "to *competition itself*, not merely to competitors." *FTC v. Qualcomm, Inc.*, 969 F.3d 974, 996 (9th Cir. 2020). In its recent filings, Qualcomm indicated its view for the first time that Arm acted unfairly in order to "gain market share as a chip designer." Qualcomm nowhere alleges or explains how this or any other alleged conduct broadly undermines a competitive market or consumers, or harms any alleged competitor other than Qualcomm. And in any event, Arm has virtually no market share today in a so-called "chip design market."

Further, because Arm's statements in Arm's October 22, 2024 letter are true, they cannot serve as a basis for "unfair" or anticompetitive conduct. *See Digene Corp. v. Third Wave Techs., Inc.*, 536 F. Supp. 2d 996, 1006 (W.D. Wis. 2008), *aff'd*, 323 F. App'x 902 (Fed. Cir. 2009); *Gen. Commc'ns Eng'g, Inc. v. Motorola Commc'ns & Elecs., Inc.*, 421 F. Supp. 274, 290 (N.D. Cal. 1976) (holding that "salesman puff" does not violate antitrust laws). The antitrust laws are generally unconcerned with the content of competitive speech, even critical or derogatory speech. *See Schachar v. Am. Acad. Of Ophthalmology*, 870 F.2d 397, 399 (7th Cir. 1989) ("Antitrust law does not compel your competitor to praise your product or sponsor your work. To require

cooperation or friendliness among rivals is to undercut the intellectual foundations of antitrust law.”); *cf. Mass. Sch. Of Law at Andover, Inc. v. Am. Bar Ass’n*, 937 F. Supp. 435 (“Antitrust laws do not exist to stifle speech ... Thus, any stigma that MSL has suffered because of ABA’s not listing MSL as an accredited school does not provide the necessary offensive *conduct* for antitrust liability.”).

Arm’s Alleged Conduct Does Not Violate the UCL Under The Balancing Test

The balancing test asks “whether the challenged business practice is ‘immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers and requires the court to weigh the utility of the defendant’s conduct against the gravity of the harm to the alleged victim.” *In re Adobe Systems, Inc. Privacy Litigation*, 66 F. Supp. 1197, 1226 (N.D. Cal. 2014). Qualcomm does not properly qualify as a consumer such that the consumer balancing test should apply. Even if Qualcomm could constitute a consumer under the test, for the same reasons outlined above, Arm’s business practices are pro-competitive, foster innovation, and benefit consumers, meaning they are not immoral, unethical, unscrupulous, or substantially injurious to consumers and the utility of Arm’s conduct far outweighs any potential harm to Qualcomm. *See Drum v. San Fernando Valley Bar Association.*, 182 Cal. App. 4th 247, 257 (2010).

Arm’s business model is inherently pro-competitive and beneficial to consumers. Arm’s decision to license its ISA designs enables business partners to innovate, meet consumer demands across a diverse range of applications, and provide differentiated products. That, in turn, increases consumer choice and competition—including against Arm’s own CPUs—resulting in lower consumer prices. And, Arm’s licenses for its market-leading, ready-to-use CPUs offer partners an opportunity to bypass the enormous costs associated with CPU development and instead reallocate those resources towards innovating their products in other ways. Arm’s partners can thereby speed up their time-to-market and fill more areas of consumer need, all while passing along their savings

to consumers. Arm's practices are "reasonable and consistent with current industry practice," and "reduc[e] 'transaction costs and complexities'" for consumers. Qualcomm Answering Br., *Key v. Qualcomm*, No. 23-3354, D.I. 22.1 at 47–48 (Apr. 26, 2024) (citing *FTC v. Qualcomm*, 969 F.3d 974, 996 n.17, 996 (9th Cir. 2020)). Any alleged business-related harms Qualcomm may have suffered do not outweigh the pro-competitive benefits and practical utility of Arm's business practices.

Arm's Alleged Conduct Does Not Violate the UCL Under The Unlawful Prong

To succeed under the "unlawful" prong of the UCL, Qualcomm must allege "a violation of another law [as a] predicate for stating a cause of action under the UCL's unlawful prong." *Berryman v. Merit Prop. Mgmt., Inc.*, 152 Cal. App. 4th 1544, 1554 (2007); *Gopher Media LLC v. Melone*, 2023 WL 8790266, at *15 (Dec. 19, 2023 S.D. Cal) ("To prevail on a claim under the unlawful prong of the [UCL], the plaintiff must show that a challenged [conduct] violates any federal or California statute or regulation." (citation omitted)). Qualcomm alleges that "Arm's conduct is ... unlawful because it violates California common law, including state law prohibiting intentional and negligent interference with prospective economic advantage." SAC ¶ 209. But a common law claim cannot form the predicate for a UCL claim. *See Shroyer v. New Cingular Wireless Servs.*, 622 F.3d 1035, 1044 (9th Cir. 2010), ("[A] common law violation such as breach of contract is insufficient ... Because [plaintiff] does not go beyond alleging a violation of common law, he fails to state a claim under the unlawful prong of § 17200."); *Mazal Group, LLC v. Espana*, 2017 WL 6001721, at *4 (C.D. Cal. Dec. 4, 2017) (granting MTD on UCL claim when plaintiff did not go beyond alleging a violation of common law). And, in any event, Qualcomm's argument is circular. Qualcomm contends Arm's conduct is unlawful because it tortiously interfered with Qualcomm's economic advantage, SAC ¶ 209, and simultaneously contends Arm's conduct is wrongful for purposes of that tort because the conduct violates the UCL. Such circular reasoning

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

Arm incorporates by reference its initial response to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

on December 6, 2022, stating that “Arm strongly disagrees with Qualcomm’s claim that [redacted]

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARMQC_00001136, ARM_01259705, ARMQC_00001136, QCVARM 1068459, QCVARM 0462995, QCVARM 0528826.

Arm further incorporates by reference the testimony of the following witnesses: Lynn

Couillard, Martin Weidmann, Gerard Williams, Spencer Collins, Michael Williams, William Abbey, Mark Dragicevich, Karthik Shivashankar, Cristiano Amon, Jean-Francois Vidon, Paul Williamson, Richard Meacham, Ziad Asghar, Peter Greenhalgh, Jannik Nelson, Durga Malladi, and Manju Varma, including the documents used at each of those depositions. Arm also incorporates by reference its responses to Interrogatory Nos. 1–8, and 10–12, including the testimony and documents cited and incorporated therein (and any supplements thereto). Additionally, Arm incorporates by reference its Motion to Dismiss, D.I. 19, 28, Arm’s Motion to Dismiss Qualcomm’s First Amended Complaint, D.I. 48, 72, and Arm’s Motion to Dismiss Qualcomm’s Second Amended Complaint, D.I. 232, 233, 305.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 9 (September 5, 2025):

Arm incorporates by reference its previous responses to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further incorporates by reference the forthcoming expert reports and testimony of Dr. Michael Brogioli, Timothy Simcoe, and Steven Richards as well as documents and testimony cited therein.

INTERROGATORY NO. 10:

Identify and describe in detail the complete factual and legal bases for Your contention, if any, that You did not breach the Qualcomm ALA. Your response should include, but is not limited to, the complete factual and legal bases for any contention that you did not withhold [REDACTED] or breach the implied covenant of good faith and fair dealing, and should include an identification of all documents by Bates numbers that you intend to rely upon to support your contention.

RESPONSE TO INTERROGATORY NO. 10 (JUNE 16, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as it is premature, overly broad, unduly burdensome, and disproportionate to the

needs of the case, including, but not limited to, to the extent it seeks “the complete factual and legal bases,” without limitation. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm further objects to this Interrogatory to the extent it calls for a legal conclusion.

Subject to and without waiver of its general and specific objections, Arm responds as follows:

Qualcomm’s Allegations

Qualcomm alleges in its Second Amended Complaint that Arm breached [REDACTED] of the Qualcomm ALA by allegedly withholding OOB and ACK patches. Second Amended Complaint ¶¶ 78-94. Qualcomm alleges in its Second Amended Complaint that Arm breached an implied covenant of good faith and fair dealing under the ALA by “with[olding] deliverables that it was required to provide Qualcomm under the QC ALA” and “fail[ing] to negotiate an extension to the QC ALA that would cover future version of the architecture, including [REDACTED] Second Amended Complaint ¶ 184.

**Arm Did Not Breach The Qualcomm ALA Based
On The Alleged Withholding Of ACK And OOB**

For Qualcomm’s allegations that Arm breached the Qualcomm ALA based on its alleged withholding of ACK and OOB, including based on an implied covenant of good faith and fair dealing, Arm incorporates by reference its response to Interrogatory No. 1.

Further, Qualcomm’s implied covenant allegation is duplicative of Qualcomm’s Section [REDACTED] breach claim and fails for the same reasons. *See, e.g., USX Corp. v. Prime Leasing Inc.*, 988 F.2d 433, 439 (3d Cir. 1993) (holding that Plaintiff “cannot assert a claim for breach of implied

covenants that is based on exactly the same acts which are said to be in breach of express covenants.”); *Cision US, Inc. v. CapTech Ventures, Inc.*, No. CV 24-00063-MN-SRF, 2025 WL 1094318, at *5 (D. Del. Apr. 11, 2025) (dismissing Plaintiff’s “claim for breach of the implied covenant of good faith and fair dealing ... as impermissibly duplicative of its breach of contract and warranty claims.”).

Arm Did Not Breach Any Implied Covenant Of Good Faith And Fair Dealing For The Qualcomm ALA By Allegedly Failing To Negotiate A License To v10

Qualcomm alleges in its Second Amended Complaint that Arm breached an implied covenant of good faith and fair dealing under the ALA by “fail[ing] to negotiate an extension to the QC ALA that would cover future version of the architecture, including v10.” Second Amended Complaint ¶ 184.

That is not true. On June 4, 2025, Will Abbey, Arm’s Chief Commercial Officer, wrote to Qualcomm [REDACTED]

[REDACTED]:

[REDACTED]

June 4, 2025 Will Abbey Letter to Roawen Chen. On June 9, Qualcomm responded, but did not address Mr. Abbey’s request for a business meeting. Further, on June 13, 2025, Arm’s Executive Vice President and Chief Legal Officer Spencer Collins sent Qualcomm another letter [REDACTED]

[REDACTED]:

[REDACTED]

[REDACTED]

* * *

[REDACTED]

June 13, 2025 Spencer Collins Letter to Ann Chaplin.

Arm Is Not Required To Negotiate The Terms And Conditions Of A [REDACTED] License Under The Qualcomm ALA Because Qualcomm Did [REDACTED] In [REDACTED]

Qualcomm, in any event, does not allege that Arm breached [REDACTED] of the Qualcomm ALA. [REDACTED] of the Qualcomm ALA states that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Qualcomm does not accuse Arm of breaching of this Section. Any implied covenant claim based on [REDACTED] thus improperly “seeks to impose” obligations “beyond those to which the parties actually agreed.” *Lamke v. Sunstate Equipment Co., LLC*, 387 F. Supp. 2d 1044, 1047 (N.D. Cal. 2004).

As an initial matter Arm had no obligation to negotiate an [REDACTED] based on Qualcomm’s May 2020 email because [REDACTED], and there were no [REDACTED]

[REDACTED] In [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]. In [REDACTED] Qualcomm [REDACTED]

[REDACTED] [REDACTED]

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ARM_00005340. Arm responded [REDACTED] *Id.* Qualcomm responded, stating that “[REDACTED]

[REDACTED]” and sought to amend the ALA. *Id.*

On [REDACTED] Lynn Couillard from Arm wrote to Qualcomm, stating that [REDACTED]

[REDACTED]

[REDACTED]. [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]”.

From: Lynn Couillard <Lynn.Couillard@arm.com>
Sent: [REDACTED] 9:49 AM
To: Brett Bettesworth <betteswb@qti.qualcomm.com>; Rajiv Gupta <grajiv@qti.qualcomm.com>
Cc: Todd Lepinski <Todd.Lepinski@arm.com>
Subject: [EXT] Re: [REDACTED]

Hello Brett and Rajiv, (+Todd)

[REDACTED]
[REDACTED]

Note that at the time of the [REDACTED] architecture closure, we also included [REDACTED] which at the time had no definition, and eventually became [REDACTED]

Please let us know if you'd like to discuss, we can set something up for next week.

Thanks
Lynn

ARM_00005340. Mr. Bettesworth responded five days later. He did not dispute any of Ms. Couillard's statements, including that [REDACTED]

[REDACTED],” and that [REDACTED]

[REDACTED]

[REDACTED]:

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From: Brett Bettesworth [betteswb@qti.qualcomm.com]
Sent: [REDACTED] 20:05:11
To: Lynn Couillard [Lynn.Couillard@arm.com]; grajiv@qti.qualcomm.com
CC: Todd Lepinski [Todd.Lepinski@arm.com]
Subject: RE: [REDACTED]

Importance: High

Hi Lynn,

[REDACTED]

We can discuss further at some point in the near future, but wanted to ensure that we provided timely notification of our [REDACTED] here, as mentioned previously.

Sincerely,
Brett

Id.

Arm and Qualcomm never reached any mutual agreement over [REDACTED]

[REDACTED]. And to the extent any agreement was reached, it is

[REDACTED]

[REDACTED]

[REDACTED]” and Qualcomm did not dispute any of Ms. Couillard’s statements, including that [REDACTED]

[REDACTED],” and that [REDACTED]

[REDACTED]

[REDACTED] *Id.* Qualcomm did not follow up on that correspondence, and did not make any effort to follow up on its [REDACTED] correspondence until five years later, as discussed above. Instead, [REDACTED]

[REDACTED]

Arm Is Not Required To Negotiate The Terms And Conditions Of A [REDACTED] License [REDACTED] Because Qualcomm’s [REDACTED] Emails Were [REDACTED]

Arm was not obligated to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Qualcomm did not send Arm follow-up

correspondence [REDACTED] and did not

correspond with Arm again about its purported “[REDACTED] for another five years. But even if

[REDACTED], its assertion that Arm breached the implied covenant would

be barred by the applicable statute of limitations.

**Arm Did Not Breach The Qualcomm ALA Based
On The Alleged Withholding Of [REDACTED]**

Qualcomm does not allege that Arm breached the Qualcomm ALA based on withholding [REDACTED] in its Second Amended Complaint or in its response to Arm’s Interrogatory 2, which calls for “the complete legal and factual basis for [Qualcomm’s] contention that Arm failed to meet any of its obligations under the Qualcomm ALA.” Second Amended Complaint; Qualcomm’s March 10, 2025 Response to Arm’s Interrogatory No. 2. Nor did Qualcomm identify any alleged withholding of [REDACTED] in its November 3, 2022 letter to Arm.

ARM_01423632 at -634. Qualcomm states in its response to Arm Interrogatory No. 13 that “Arm violated the terms of the Qualcomm ALA by failing to ... provide [REDACTED] but does not specify the support that was allegedly withheld or identify any term of the ALA that Arm allegedly breached.

To the extent Qualcomm’s statements can be understood, Arm did not breach the Qualcomm ALA based on any alleged withholding of [REDACTED] Qualcomm states in its response to Arm Interrogatory No. 13 that “[REDACTED] [REDACTED].” However, Arm [REDACTED] [REDACTED], and Arm delivered all subsequent quarterly ACK releases to Qualcomm. *See, e.g.*, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Qualcomm’s unexplained statement that Arm allegedly withheld unspecified [REDACTED] allegedly constitutes a breach of unspecified “terms of the Qualcomm ALA” fails to show any breach by Arm.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10 (July 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

In depositions, Qualcomm has suggested that the Qualcomm ALA’s [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] QCARM_0338573. In 2020, the parties executed an Annex

[REDACTED]

[REDACTED]

[REDACTED]

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARM_01293447, ARMQC_02771129, ARMQC_02771151, QCVARM_0851876, ARMQC_02771128, ARMQC_02771124, ARMQC_02771125, ARMQC_02771126, ARMQC_02771127, QCVARM_0453724, QCVARM_0851511, QCARM_0562765, QCVARM_0448842, QCVARM_0532239, QCVARM_0534596, QCVARM_0534597, QCVARM_0852203, QCVARM_0851120, QCVARM_0851333, QCVARM_0531892, QCVARM_0847000, QCVARM_0448361, QCVARM_0529072, QCVARM_0528955, QCVARM_0529887, QCVARM_0447175, QCVARM_0449653, QCVARM_0449658, QCVARM_0447252, QCVARM_0846761, QCVARM_0537065, ARMQC_02603587, ARMQC_02604609, ARMQC_02604610, ARMQC_02604611, ARMQC_02604612, ARMQC_02604613, ARMQC_02604614, ARMQC_02604615, ARMQC_02604616, ARMQC_02604617, ARMQC_02604618, ARMQC_02604619, ARMQC_026046020, ARMQC_02604621, ARMQC_02604622, ARMQC_02604623, ARMQC_02747093, ARMQC_02747097, ARMQC_02747103, ARMQC_02747104, ARMQC_02779171, ARMQC_02779174, ARMQC_02779176, ARMQC_02779179,

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ARMQC_02779181, QCARM_2430181, ARM_00100013, ARM_01282655, ARM_00090791,
ARM_00067349, ARM_00102683, ARM_00091389, ARM_00068087, ARM_00068131,
ARM_00068459, ARM_00068504, ARM_00091657, ARM_00091659, ARM_00091714,
ARM_00091768, ARM_00091799, ARM_00091834, ARM_00091869, ARM_00091903,
ARM_00075096, ARM_00075098, ARM_00075343, ARM_00076113, ARM_00103566,
ARM_00103635, ARMQC_02755397, ARMQC_02755446, ARMQC_02755490,
ARMQC_02755534, ARMQC_02755580, ARMQC_02755624, ARMQC_02755674,
ARMQC_02755903, ARMQC_02755905, ARMQC_02756148, ARMQC_02756245,
ARMQC_02756246, ARMQC_02756344, ARMQC_02746634, ARMQC_02756542,
ARMQC_02756544, ARMQC_02746871, ARMQC_02756860, ARMQC_02760525,
ARMQC_02627275, ARM_01241565, QCVARM_0573677, ARMQC_02779064,
ARMQC_02779076, ARMQC_02779099, ARMQC_02779107, ARMQC_02779116,
ARMQC_02779122, ARMQC_02779133, ARM_00001777, ARM_00001195, ARM_00001198,
ARM_00001777, ARM_01020186, QCARM_3337526, QCARM_3337900, QCARM_3338108,
QCARM_3339493, QCVARM_0685544, QCVARM_0689117, QCVARM_0699179,
QCARM_3216178, QCARM_3066477, QCVARM_0602227, QCVARM_0618420,
QCVARM_0691521, QCVARM_0000395, QCVARM_0000269, QCARM_3353040,
QCVARM_0602564, QCVARM_0000142, QCVARM_0618741, QCVARM_0000180,
QCARM_3352796, QCARM_3353006, QCARM_3353126, ARM_00025401,
QCVARM_0468612, QCVARM_0000061, QCVARM_1118518, QCVARM_0602258,
QCVARM_0602295, QCVARM_0468174, QCVARM_0000114, QCVARM_0000092,
QCVARM_0000085, QCVARM_0000123, QCVARM_0000135, QCVARM_0602359,
QCVARM_0468148, QCVARM_0000395, QCVARM_0000269, QCARM_3353040,
QCVARM_0602564, QCVARM_0621692, QCVARM_0535116, QCVARM_0524624,

QCVARM_0854027, QCARM_0566625, QCVARM_0524624, QCVARM_0613083,
QCVARM_0613160, QCVARM_0540468, QCVARM_0452598, QCARM_0340017,
QCVARM_0452296, QCVARM_0846871, QCVARM_0857113, QCVARM_0463558,
QCVARM_0608391, QCVARM_1031097, QCVARM_0448757, QCARM_3430479,
QCVARM_0851449, QCVARM_0621447, QCVARM_0621448, QCARM_3537716,
QCARM_3537383, QCVARM_0467659, QCVARM_0454629, QCVARM_0451824,
QCVARM_0449970, QCVARM_0467852, ARM_00003305.

Arm further incorporates by reference all documents produced in Qualcomm's 11th document production (QCVARM_011), and all documents cited in Qualcomm's responses to Arm Interrogatory Nos. 1, 2, 6, 9, and 13.

Given the breadth of allegations Qualcomm has made regarding Arm's alleged breach of the ALA, Arm further incorporates by reference the testimony of all witnesses that have been deposed in this case to date, including those specifically referenced herein, as well as the testimony of all witnesses deposed in *Arm v. Qualcomm*, Case No. 1:22-cv-01146 (D. Del.), and the exhibits used during those depositions.

Arm also incorporates by reference its responses to Interrogatory Nos. 1, 3, 4, and 5.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10 (September 5, 2025):

Arm incorporates by reference its previous responses to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further incorporates by reference the forthcoming expert reports and testimony of Dr. Michael Brogioli and Thomas Britven as well as documents and testimony cited therein.

INTERROGATORY NO. 11:

Identify and describe in detail the complete factual and legal bases for Your contention, if any, that You did not breach the Qualcomm TLA. Your response should include, but is not limited to, the complete legal and factual bases for any contention that you did not breach [REDACTED] of the TLA or the implied covenant of good faith and fair dealing, and should include an identification of all documents by Bates numbers you intend to rely upon to support your contention.

RESPONSE TO INTERROGATORY NO. 11 (JUNE 16, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as it is overly broad, unduly burdensome, and disproportionate to the needs of the case, including, but not limited to, to the extent it seeks “the complete factual and legal bases,” without limitation. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm further objects to this Interrogatory to the extent it calls for a legal conclusion. Arm further objects to this request to the extent it seeks information that Arm is not permitted to disclose pursuant to confidentiality obligations or agreements with third parties.

Subject to and without wavier of its general and specific objections, Arm responds as follows:

Qualcomm’s Allegations

Qualcomm alleges that Arm breached [REDACTED] of the Qualcomm TLA “because the licensing offers it provided to Qualcomm for [REDACTED]
[REDACTED],” and that Arm breached [REDACTED] of the Qualcomm TLA “because the licensing offers it provided to Qualcomm for [REDACTED]
[REDACTED] including [REDACTED].” Second Amended Complaint ¶¶ 215, 223. Qualcomm alleges that Arm breached the implied covenant of

good faith and fair dealing of the Qualcomm TLA by “fail[ing] to provide licensing proposals for [REDACTED] to Qualcomm [REDACTED].” Second Amended Complaint ¶ 184. Arm understands that Qualcomm’s only allegations that Arm breached the Qualcomm TLA are based on licensing offers for the [REDACTED] cores.

Arm denies Qualcomm's allegations that Arm breached the Qualcomm TLA. Arm has not breached the Qualcomm TLA, and Qualcomm has failed to show otherwise.

Arm Did Not Breach The Qualcomm TLA Because Arm's Licensing Offers Satisfied

[illegible]

[REDACTED]

[REDACTED]

Arm's license offer to Qualcomm satisfied the [REDACTED], to the extent it applies, which is calculated not based on what Qualcomm paid in the past, but instead [REDACTED],” which includes Arm's [REDACTED] pricing for the [REDACTED] cores.

Arm Did Not Breach The Qualcomm TLA Because
It [REDACTED] To Qualcomm

Qualcomm alleges that “Arm's proposal was a [REDACTED]

[REDACTED]

[REDACTED] Second Amended Complaint ¶¶ 25, 118. Arm did not breach the Qualcomm TLA because, as Qualcomm admits, [REDACTED]

[REDACTED] Second Amended Complaint ¶ 117. Further, as described above, [REDACTED]

[REDACTED]

[REDACTED]

Arm Did Not Breach The Qualcomm TLA Because Its [REDACTED]

Qualcomm alleges in its Second Amended Complaint that “Arm failed to fulfill its obligation under [REDACTED]

[REDACTED]

[REDACTED].” Second Amended Complaint ¶ 223. Qualcomm does not identify [REDACTED]

[REDACTED]. Arm did not breach the Qualcomm TLA [REDACTED]

[REDACTED] for [REDACTED].

[REDACTED] of the Qualcomm ALA states that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Arm Did Not Breach The Qualcomm TLA Because Arm Was Not Obligated To Offer Licenses To [REDACTED] To Qualcomm In 2024

Qualcomm alleges in its Second Amended Complaint that Qualcomm submitted requests to Arm for licenses to [REDACTED] in April 2024 and for a license to [REDACTED] in August 2024, and that Qualcomm sent Arm two notices of breach of the Qualcomm TLA in September 2024 because Arm had not yet responded with license offers by that time. Second Amended Complaint ¶¶ 21-24.

Arm had no obligation to offer Qualcomm licenses to the [REDACTED] cores in 2024 because Qualcomm's [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Qualcomm first licensed the [REDACTED] cores in

2019 as part of a bundled license that the parties negotiated for several Arm cores, and thus made

[REDACTED]. *See, e.g.*, QCARM_0029040 at 29043. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Qualcomm has not identified any other requests for licenses to those cores other than its communications in 2024.

**Arm Did Not Breach Any Obligation To Act In “Good Faith”
Or The Implied Covenant Of Good Faith An Fair Dealing**

Qualcomm alleges in its Second Amended Complaint that “[t]he financial terms that Arm provided for the three requested cores were commercially unreasonable, exorbitant, and not in good faith” and that “Arm has breached the implied covenant of good faith and fair dealing” for the Qualcomm TLA. Second Amended Complaint ¶¶ 118, 187.

Arm did not breach either the [REDACTED] or any implied covenant of good faith and fair dealing for the reasons described above: Arm did not breach the TLA, and made a good faith offer with financial terms that satisfied the [REDACTED]

Further, any allegation that Arm breached the implied covenant of good faith and fair dealing is duplicative of the [REDACTED] and is not actionable. *See, e.g., USX Corp. v. Prime Leasing Inc.*, 988 F.2d 433, 439 (3d Cir. 1993) (holding that Plaintiff “cannot assert a claim for breach of implied covenants that is based on exactly the same acts which are said to be in breach of express covenants.”); *Cision US, Inc. v. CapTech Ventures, Inc.*, No. CV 24-00063-MN-SRF, 2025 WL 1094318, at *5 (D. Del. Apr. 11, 2025) (dismissing Plaintiff’s “claim for breach of the implied covenant of good faith and fair dealing ... as impermissibly duplicative of its breach

of contract and warranty claims.”).

Arm identifies the following individuals as knowledgeable regarding aspects of this subject matter: Jeff Fonseca and Karthik Shivashankar.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11 (July 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm Did Not Breach The Qualcomm TLA Because Arm’s Licensing Offers [REDACTED]

Arm’s [REDACTED] satisfied the [REDACTED] term because Arm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Arm [REDACTED]

[REDACTED]. QCVARM_0524362. Arm, *e.g.*, [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]. *See, e.g.*, Bhatnagar

Dep. (Rough) at 25–28; ARMQC_02784199; ARMQC_02784204. [REDACTED]

[REDACTED]

[REDACTED] *See, e.g.*, Youssef Dep. at 64–68; ARMQC_02779314. Arm then [REDACTED]

[REDACTED]

[REDACTED], [REDACTED]

[REDACTED]

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[REDACTED]. *See, e.g.*, Youssef Dep. at 68–71. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. QCVARM_0617829. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See, e.g.*, Youssef Dep. at 68–71. Instead, Arm determined that [REDACTED] s [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]. Youssef Dep. at 71 (“[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]. *See* Youssef Dep. at 71;

Shivashankar Dep. at 97–98; Fonseca Dep. (Rough) at 16, 19, 32–34, 37–39; ARMQC_02783731;

ARMQC_02783848; ARMQC_02783619; ARMQC_02783967; ARMQC_02784120.

To the extent Qualcomm argues that Arm violated [REDACTED]

[REDACTED]

[REDACTED], that is not true. Arm [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARMQC_02779314. Arm also [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Arm Did Not Breach The Qualcomm TLA Because Its [REDACTED]

Arm did not breach [REDACTED]

[REDACTED]

[REDACTED]

Qualcomm's allegation for an alleged breach of [REDACTED]

[REDACTED]

[REDACTED] QCVARM_0617829 at 831. However, there was never a change in the [REDACTED] and Qualcomm is mistaken. Qualcomm has a [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ARMQC_02772246. That agreement has been extended several times by the parties, and is set to run through [REDACTED]. ARMQC_02772246, § 1.4; *see also* ARMQC_02772246; ARM_01300657; ARM_01300665; ARM_01298732; ARM_01300650.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. ARMQC_02774856; Wolf Dep. at 176. Mr. Wolf admitted that [REDACTED]

[REDACTED]

[REDACTED] Mr. Fonseca testified that, [REDACTED]

[REDACTED]

[REDACTED]. *See, e.g.*, ARMQC_02772246; ARM_01300657; ARM_01300665; ARM_01298732; ARM_01300650.

Further, any argument by Qualcomm that Arm's [REDACTED]

[REDACTED] is also incorrect. Arm's

[REDACTED]

[REDACTED]. *See, e.g.*, Fonseca Dep. at 64–65; ARMQC_02783169 at 654 [REDACTED]

[REDACTED]

[REDACTED]). That Arm [REDACTED]

[REDACTED]

[REDACTED]

Arm Did Not Breach The Qualcomm TLA Because Arm Was Not Obligated

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. ARM_00103918 at 918, 955. Arm never received any such request from an [REDACTED]. Rather, Qualcomm's communications regarding [REDACTED] [REDACTED] came from individuals [REDACTED] [REDACTED] Inc., *i.e.*, Kurt Wolf or Ann Chaplin. *See, e.g.*, ARMQC_02771126; QCVARM_0605055.

**Arm Did Not Breach Any Obligation To Act [REDACTED]
Or The Implied Covenant Of Good Faith And Fair Dealing**

Qualcomm alleges in its Second Amended Complaint that “[t]he financial terms that Arm provided for the three requested cores were commercially unreasonable, exorbitant, and [REDACTED] [REDACTED]” and that “Arm has breached the implied covenant of good faith and fair dealing” for the Qualcomm TLA. Second Amended Complaint ¶¶ 118, 187. For the additional reasons discussed above, [REDACTED] or any implied covenant of good faith and fair dealing. Arm made a good faith offer in accordance with [REDACTED]

Additional Factual and Legal Bases Regarding Qualcomm's TLA Allegations

Arm further states that Qualcomm has failed to prove that Arm's alleged conduct was the but-for or proximate cause of any supposed “harm” that Qualcomm has allegedly suffered. Qualcomm has failed to articulate any “harm” that it has allegedly suffered as a result of Arm's supposed breach of either [REDACTED] of the TLA. As discussed above, Arm has not breached the TLA or any [REDACTED] provisions therein. Qualcomm has failed to make any effort to quantify any “harm,” such as alleged [REDACTED]

[REDACTED]. While Qualcomm's witnesses have vaguely alleged that Qualcomm had to “shift resources” or hire “engineering resources” to develop custom cores as a result of Arm's actions with regard to the [REDACTED], Qualcomm has failed to produce or identify any documentary evidence

corroborating those claims. Qualcomm has also failed to prove any casual connection between [REDACTED] and any of this supposed “harm.”

To the contrary, discovery has confirmed that Qualcomm has suffered no harm *at all* from Arm’s [REDACTED]. Regarding [REDACTED], [REDACTED] [REDACTED]. ARMQC_02778342. As to [REDACTED], Qualcomm never had a legitimate plan to use those cores after October 2026 and [REDACTED]. See Williams Dep. at 49–51. Arm incorporates by reference its response to Interrogatory No. 12 and discussion of its unclean hands defense. Qualcomm only [REDACTED] as a pretext to prompt a response from Arm regarding three “peripheral IP,” [REDACTED] QCVARM_0605055; QCVARM_0447175; Wolf Dep. at 75–77. Indeed, it never sought to continue [REDACTED] from Arm in 2024 or anytime after for [REDACTED].

Further, Qualcomm [REDACTED] [REDACTED]. QCVARM_0524726. [REDACTED] [REDACTED], Qualcomm accepted those revised terms. QCVARM_0524726; QCVARM_0523650. This lack of harm undermines any notion that Qualcomm should be entitled to [REDACTED] [REDACTED].

Arm further notes that, to date, Qualcomm has failed to disclose any legal or factual bases for its theories as to how Arm has allegedly breached the TLA. Other than Qualcomm’s vague allegations in the SAC—which are legally insufficient as set forth in Arm’s Motion to Dismiss (D.I. 232, 233, 305)—Qualcomm has not answered any interrogatory or otherwise disclosed its theories for how Arm allegedly breached [REDACTED] of the TLA. Arm served interrogatories to

Qualcomm seeking such information on June 11, 2025, to which Qualcomm could have responded but has not. Qualcomm similarly failed to provide any response to Arm's theories regarding the TLA, which were disclosed to Qualcomm on June 16, 2025. Accordingly, Arm reserves the right to supplement these responses after it has an opportunity to review any such theories Qualcomm discloses at a later date.

Arm further responds that pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARMQC_02772366, QCARM_0222545, QCARM_0344783.

Arm further incorporates by reference its response to Interrogatory No. 6, including the documents and testimony cited therein.

Arm further incorporates by reference the testimony of the following witnesses: Karthik Shivashankar, Ehab Youssef, Akshay Bhatnagar, Jeff Fonseca, Kurt Wolf, Manju Varma, Larissa Cochran, Spencer Collins, Will Abbey, Cristiano Amon, Ann Chaplin, Lynn Couillard, Durga Malladi, Richard Meacham, Laura Sand, Christine Tran, Jonathan Weiser, and Gerard Williams, including the documents used at each of those depositions.

Arm further incorporates by reference any documents withheld on the basis of third-party confidentiality disputes, including due to an objection or motion for a Protective Order filed by any such third parties. Arm reserves the right to supplement this response to address such documents should any such disputes be resolved and result in the production of such documents to Qualcomm.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11 (September 5, 2025):

Arm incorporates by reference its previous responses to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further incorporates by reference the forthcoming expert reports and testimony of Thomas Britven, as well as documents and testimony cited therein.

Dated: September 5, 2025

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

OF COUNSEL:

Gregg F. LoCascio, P.C.
Jason M. Wilcox, P.C.
Matthew J. McIntee
Meredith Pohl
KIRKLAND & ELLIS LLP
1301 Pennsylvania Ave., NW
Washington, DC 20004
(202) 389-5000
glocascio@kirkland.com
jason.wilcox@kirkland.com
matt.mcintee@kirkland.com
meredith.pohl@kirkland.com

Jay Emerick
Reid McEllrath
Adam Janes
KIRKLAND & ELLIS LLP
333 West Wolf Point Plaza
Chicago, IL 60654
(312) 862-2000
jay.emerick@kirkland.com
reid.mcellrath@kirkland.com
adam.janes@kirkland.com

Nathaniel Louis DeLucia
Peter Evangelatos
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
(212) 446-4800
nathaniel.delucia@kirkland.com
peter.evangelatos@kirkland.com

Daralyn J. Durie
Shaelyn Dawson
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105
(415) 268-7000
ddurie@mofo.com
sdawson@mofo.com

/s/ Robert M. Vrana

Anne Shea Gaza (No. 4093)
Robert M. Vrana (No. 5666)
Daniel G. Mackrides (No. 7230)
Rodney Square
1000 North King Street
Wilmington, DE 19801
(302) 571-6600
agaza@ycst.com
rvrana@ycst.com
dmackrides@ycst.com

Attorneys for Defendant Arm Holdings PLC

Erik J. Olson
MORRISON & FOERSTER LLP
755 Page Mill Road
Palo Alto, CA 94304
(650) 813-5600
ejolson@mofo.com

Scott F. Llewellyn
MORRISON & FOERSTER LLP
4200 Republic Plaza
370 Seventeenth Street
Denver, CO 80202
(303) 592-2204
sllewellyn@mofo.com

Nicholas Rylan Fung
MORRISON & FOERSTER LLP
707 Wilshire Boulevard
Los Angeles, CA 90017
(213) 892-5348
nfung@mofo.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 5, 2025, a copy of the foregoing document was served on the counsel listed below in the manner indicated:

BY EMAIL

Jack B. Blumenfeld
Jennifer Ying
Travis Murray
MORRIS, NICHOLS, ARSHT
& TUNNELL LLP
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
jblumenfeld@morrisnichols.com
jying@morrisnichols.com
tmurray@morrisnichols.com

Alan R. Silverstein
Sara Barry
CONNOLLY GALLAGHER LLP
1201 North Market Street, 20th Floor
Wilmington, DE 19801
asilverstein@connollygallagher.com
sbarry@connollygallagher.com

Karen L. Dunn
William A. Isaacson
Melissa F. Zappala
Erin J. Morgan
DUNN ISAACSON RHEE LLP
401 Ninth Street NW
Washington, DC 20004
kdunn@dirllp.com
wisaacson@dirllp.com
mzappala@dirllp.com
emorgan@dirllp.com

Richard S. Zembek
Norton Rose Fulbright US LLP
1550 Lamar Street, Suite 2000
Houston, TX 77010
richard.zembek@nortonrosefulbright.com

John Poulos

Ruby J. Garrett
Adam L. Basner
Eric C. Westerhold
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
2001 K Street, NW
Washington, DC 20006
rjgarrett@paulweis.com
abasner@paulweiss.com
ewesterhold@paulweiss.com

Catherine Nyarady
Jacob A. Braly
S. Conrad Scott
Jacob Apkon
Flint A. Patterson
Anish Desai
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
cnyarady@paulweiss.com
jbraly@paulweiss.com
scscott@paulweiss.com
japkon@paulweiss.com
fpatterson@paulweiss.com
adesai@paulweiss.com

Gregg Stephenson
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
535 Mission Street, 25th Floor
San Francisco, CA 94105
gstephenson@paulweiss.com
grp-qcvarm@paulweiss.com

Norton Rose Fulbright US LLP
1045 W. Fulton Market
Suite 1200
Chicago, IL 60607
john.poulos@nortonrosefulbright.com

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

/s/ Robert M. Vrana

Anne Shea Gaza (No. 4093)
Robert M. Vrana (No. 5666)
Daniel G. Mackrides (No. 7230)
Rodney Square
1000 North King Street
Wilmington, DE 19801
(302) 571-6600
agaza@ycst.com
rvrana@ycst.com
dmackrides@ycst.com

Attorneys for Defendant Arm Holdings plc

EXHIBIT 39

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

QUALCOMM INC., a Delaware corporation,
and QUALCOMM TECHNOLOGIES, INC.,
a Delaware corporation,

Plaintiffs,

v.

ARM HOLDINGS PLC, f/k/a, ARM LTD. a
U.K. corporation,

Defendant.

C.A. No. 24-490-MN

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**ARM'S SECOND SUPPLEMENTAL RESPONSE TO
QUALCOMM'S THIRD SET OF INTERROGATORIES (NO. 12)**

Pursuant to Rules 23 and 33 of the Federal Rules of Civil Procedure, and the applicable Local Rules of the United States Court for the District of Delaware, Defendant Arm Holdings PLC ("Arm") hereby responds to Plaintiffs Qualcomm Incorporated and Qualcomm Technologies, Inc. (collectively "Qualcomm")'s Third Set of Interrogatories (No. 12).

GENERAL OBJECTIONS

Arm incorporates by reference the Objections set forth in Arm's responses to Qualcomm's First Set of Interrogatories, served March 24, 2025, Qualcomm's Second Set of Interrogatories, served June 16, 2025, Arm's supplemental response to Qualcomm's Amended Interrogatory No. 3, served June 18, 2025, Arm's Objections and Responses to Qualcomm's Third Set of Interrogatories No. 12, served July 9, 2025, and Arm's supplemental Objections and Responses to Qualcomm's Third Set of Interrogatories No. 12, served July 11, 2025.

SPECIFIC OBJECTIONS AND RESPONSES

INTERROGATORY NO. 12:

Identify and describe in detail the complete factual and legal bases for any defense or counterclaim that You assert in response to the Complaint. Your response should include an identification of all persons knowledgeable about the facts referenced or relied upon in your response, and all documents (by Bates number) you rely upon in support of your response.

RESPONSE TO INTERROGATORY NO. 12 (JULY 9, 2025):

Arm incorporates its General Objections as if fully asserted herein. Arm objects to this Interrogatory as overly broad, unduly burdensome, and disproportionate to the needs of the case, including to the extent it seeks information regarding “the complete factual and legal bases” for “any defense,” “all persons,” and “all documents,” without limitation. Arm further objects to this Interrogatory to the extent it seeks information protected from discovery by the attorney-client privilege, the attorney work-product doctrine, the common interest privilege, the joint defense privilege, or any other applicable privilege or claim of confidentiality, or that is otherwise not discoverable under the Federal Rules of Civil Procedure or the Local Rules. Arm further objects to this request to the extent it seeks information that Arm is not permitted to disclose pursuant to confidentiality obligations or agreements with third parties. Arm further objects to this request to the extent it seeks expert testimony, which is not yet due and will be provided in accordance with the Scheduling Order. Arm further objects to this request as duplicative of other Interrogatories.

Subject to and without wavier of its general and specific objections, Arm responds as follows:

Arm’s Answer sets forth detailed explanations of the factual and legal basis for Arm’s defenses that it is asserting in this case, which include: Failure to State a Claim; Waiver/Estoppel/Laches/Acquiescence; Unclean Hands; Limits on Damages; Compulsory Counterclaims/Res Judicata/Collateral Estoppel; the *Noerr-Pennington* Doctrine and California

Litigation Privilege; the Statute of Limitations; Freedom of Speech and Freedom to Petition; Claim and Issue Preclusion; Qualcomm's Failure to Mitigate; and Unenforceability of the ALA and TLA. D.I. 234 at pp. 39–46. Arm incorporates by reference its Answer to Qualcomm's Second Amended Complaint, D.I. 234. Arm asserts all of these defenses and its incorporation by reference of them here should not be construed as a waiver or forfeiture of any such defenses.

Arm also incorporates by reference its Motion to Dismiss, D.I. 19, 28, Arm's Motion To Dismiss Qualcomm's First Amended Complaint, D.I. 48, 72, and Arm's Motion to Dismiss Qualcomm's Second Amended Complaint, D.I. 232, 233, 305. Arm's Motions to Dismiss further expand on Arm's defenses and provides further factual and legal details support for them, including regarding Arm's *Noerr-Pennington*, California Litigation Privilege, and Anti-SLAPP (D.I. 233 at 4–8), Failure to State a Claim (D.I. 233 at 9–19), and Statute of Limitations (D.I. 233 at 20) defenses. Further, Arm incorporates by reference its responses to Qualcomm's Interrogatory Nos. 1–11, including the testimony and documents cited therein (and any supplements thereto), which contain additional factual and legal support for Arm's defenses.

Arm also provides below additional explanation regarding certain of its defenses. Arm notes, however, that Qualcomm to date has refused to provide meaningful or reciprocal discovery into its allegations. For example, Qualcomm has failed to remedy any of the deficiencies in Qualcomm's production set forth in Arm's letter briefing on discovery disputes. *See* D.I. 159. Qualcomm has also refused to supplement its interrogatory responses to meaningfully disclose its case theories. Qualcomm has also asserted improper privilege claims over information that is business advice or strategy, and not legal in nature. In another example, Qualcomm has refused to produce communications with the media or customers about its rights under the QC ALA despite alleging that Arm's statements about the same damaged Qualcomm's customer relationships,

documents regarding its publication of the same letter in its SEC filings as described above, and documents concerning its own “leaking,” including for a story about confidential competition complaints QC placed with the same reporter at the same news outlet Arm allegedly communicated with. Qualcomm’s improper refusal to provide or to block discovery on the core issues in the case has impaired Arm’s ability to further develop its defenses. Accordingly, Arm provides this response and additional information based on the information currently available to it, and reserves the right to supplement this response should Qualcomm provide additional discovery, including any depositions taken in the future or after the close of the fact discovery period.

Unclean Hands

As set forth in Arm’s answer, D.I. 234 at 43–44, Qualcomm’s claims are barred, in whole or in part, by the equitable doctrine of unclean hands. In addition to Qualcomm’s actions regarding Nuvia and Qualcomm’s publishing of Arm’s October 2024 letter, discovery has revealed that Qualcomm’s actions surrounding [REDACTED] [REDACTED] [REDACTED] constitute unclean hands. Qualcomm’s requests to Arm for [REDACTED] [REDACTED] in 2024 were made in bad faith, were deceitful, and/or were fraudulent, including because they were made as a pretext to prompt a response from Arm regarding other products. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] And although Arm [REDACTED]

[REDACTED], Qualcomm never attempted to negotiate better terms for or discuss the [REDACTED] with Arm, confirming that it had no legitimate plan to use those cores after October 2026, [REDACTED]

These actions constitute bad faith, were deceitful, and/or were fraudulent as evidenced by other documents produced by Qualcomm, and are directly related to Arm's alleged breach of the TLA as asserted by Qualcomm in the SAC. *See, e.g.*, D.I. 137, Counts VII, VIII. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] With [REDACTED], Qualcomm "was not ready to license" those products after October 2026 as it did not have those products on its CPU roadmap for the future. [REDACTED]

[REDACTED]

[REDACTED].

Further, given the ongoing disputes between Qualcomm and Arm, Qualcomm not only used [REDACTED] as a pretext for peripheral IP offers, but also to manufacture additional meritless claims to assert against Arm in litigation, and as a basis to [REDACTED]

[REDACTED]. Thus, any remedies Qualcomm seeks in connection with Arm's alleged violation of the TLA are barred by the doctrine of unclean hands.

Limits on Damages

As set forth in Arm's Answer, D.I. 234 at 44, the Qualcomm ALA and TLA [REDACTED]
[REDACTED] As an initial matter, Qualcomm has failed to show what its purported damages are for any allegation it has made in the complaint. Nor has Qualcomm identified evidence purporting to quantify the supposed "harm" it has suffered as a result of Arm's alleged actions. Arm disputes that Qualcomm has suffered any "harm" or damages, and reserves the right to supplement this response in the event Qualcomm later attempts to show any purported "harm" or damages.

Setting aside this failure of proof, Qualcomm's damages, [REDACTED]
[REDACTED]
[REDACTED]:
[REDACTED]
[REDACTED].
[REDACTED] [REDACTED] [REDACTED]
[REDACTED]

[REDACTED] To the extent Qualcomm intends to seek damages for any of these types of damages, it is precluded from doing so. For example, any interruption of Qualcomm's business due to Arm's alleged actions, such as "shifting resources," "delays," or changes made in its

“roadmapping and SoC planning process,” is something Qualcomm agreed that it is not permitted to recover. *See, e.g.*, D.I. 137 ¶¶ 180, 188, 195–196, 203, 211, 220, 226. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In another example, the TLA provides in [REDACTED]

[REDACTED]

See ARM_00103918 at 931. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Moreover, even if Qualcomm could overcome these contractual limitations on liability, it cannot establish that Arm’s alleged conduct was the but-for or proximate cause of any harms that Qualcomm allegedly suffered.

Unenforceability of Qualcomm ALA and TLA Provisions

As set forth in Arm’s Answer, D.I. 234 at 46, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] These provisions are unenforceable and unreasonable contractual penalty clauses.

For example, Qualcomm has not suffered any harm as a result of Arm's alleged breach of [REDACTED] of the QC ALA, nor has Qualcomm identified any such harm. Although Arm has served interrogatories seeking Qualcomm's complete factual and legal basis for contending that Arm's conduct has harmed Qualcomm (Arm Interrogatory No. 1) and seeking a specific description of Qualcomm's efforts to verify or attempt to verify compliance with the Arm architecture (Arm Interrogatory No. 13), Qualcomm has failed to identify any particular harm that Qualcomm claims to have suffered as a result of Arm's alleged breach of [REDACTED] of the QC ALA other than to repeat its allegation from the complaint that Qualcomm was "forced to (1) expend extra time and resources, including Qualcomm engineers, to run ACK tests to verify compliance with the Arm ISA, and (2) use their own engineers to address issues that would have been addressed by Arm's patches." *See* Qualcomm's Resp. to Arm Interrog. No. 1.

To the contrary, Arm's alleged withholding of OOB and ACK patches (which Arm disputes, and which does not constitute a breach of [REDACTED] of the QC ALA, including for the reasons explained in Arm's response to Qualcomm Interrogatory Nos. 1 and 5) did not prevent Qualcomm from completing the verification process for Nuvia-based custom CPU designs, nor did it prevent Qualcomm from releasing products that incorporate those CPU designs. Moreover, Qualcomm released its products incorporating Nuvia-based custom CPU designs on time or even ahead of schedule. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Likewise, Qualcomm's TLA allegations demonstrate that [REDACTED] of the TLA is an unenforceable penalty clause. [REDACTED]

[REDACTED] However, there is no dispute that Arm [REDACTED] [REDACTED] and therefore satisfied its obligation under [REDACTED]

[REDACTED]

[REDACTED] Arm hereby incorporates by reference the testimony of Ehab Youssef and Karthik Shivashankar, and the forthcoming testimony of Jeff Fonseca and Akshay Bhatnagar. Further, as to [REDACTED]

[REDACTED]

Even if Qualcomm could overcome the contractual limitations on liability discussed above in the TLA and ALA, it cannot establish that Arm's alleged conduct was the but-for or proximate

cause of any harms that Qualcomm allegedly suffered. There is no relationship (let alone a reasonable relationship) between [REDACTED] and the *de minimis* damages, if any, that Qualcomm alleges to have suffered. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. Likewise, to date, Qualcomm has failed to show its supposed damages or harm due to Arm's alleged actions. To the extent Qualcomm attempts to do so in the future, that quantification will only further confirm that [REDACTED] of the QC ALA and the QC TLA are unenforceable.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Arm further incorporates by reference the testimony of all witnesses that have been deposed in the case to date, including those specifically referenced herein.

Discovery is ongoing and Arm reserves the right to supplement, amend, or modify its response to this Interrogatory.

FIRST SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12 (JULY 11, 2025):

Arm incorporates by reference its initial response to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Pursuant to Federal Rule of Civil Procedure 33(d), Arm identifies the following documents from which information responsive to the non-objectionable scope of this Interrogatory may be derived: ARM_00095578, ARM_00095579, ARM_00085679, ARM_00085680, ARM_00111449, ARM_01228027, ARM_01228031, ARM_01228035, ARM_01228039, ARM_01228043, ARM_01228044, ARM_01228048, ARM_01228049, ARM_01228053, ARM_01228054, ARM_01228058, ARM_01228059, ARM_01228063, ARM_01228064, ARM_01228073, ARM_01228074, ARM_01228075, ARM_01239440, ARM_01239441, ARM_01239442, ARM_01239444, ARM_01239445, ARM_01239447, ARM_01239448, ARM_01239449, ARM_01239451, ARM_01239452, ARM_01239453, ARM_01239458, ARM_01239459, ARM_01239464, ARM_01239465, ARM_01239470, ARM_01239471, ARM_01239472, ARM_01239473, ARM_01239474, ARM_01239475, ARM_01239476, ARM_01239477, ARM_01239478, ARM_01239479, ARM_01239483, ARM_01239485, ARM_01239486, ARM_01239488, ARM_01239503, ARM_01239504, ARM_01239506, ARM_01423231, ARM_01423342, ARM_01423234, ARM_01423345, ARM_01423238, ARM_01423349, ARM_01423239, ARM_01423350, ARM_01333009, ARMQC_02601210, ARMQC_02603580, ARMQC_02603581, ARMQC_02603582.

SECOND SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12 (September 5, 2025):

Arm incorporates by reference its previous responses to this Interrogatory. Subject to and without waiver of its general and specific objections, Arm further responds as follows:

Arm further incorporates by reference the forthcoming expert reports and testimony of Timothy Simcoe, Steven Richards, Thomas Britven, and Dr. Michael Brogioli, as well as documents and testimony cited therein.

Dated: September 5, 2025

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

OF COUNSEL:

Gregg F. LoCascio, P.C.
Jason M. Wilcox, P.C.
KIRKLAND & ELLIS LLP
1301 Pennsylvania Ave., NW
Washington, DC 20004
(202) 389-5000
glocascio@kirkland.com
jason.wilcox@kirkland.com

Jay Emerick
Reid McEllrath
Adam Janes
KIRKLAND & ELLIS LLP
333 West Wolf Point Plaza
Chicago, IL 60654
(312) 862-2000
jay.emerick@kirkland.com
reid.mcellrath@kirkland.com
adam.janes@kirkland.com

Nathaniel Louis DeLucia
Peter Evangelatos
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
(212) 446-4800
nathaniel.delucia@kirkland.com
peter.evangelatos@kirkland.com

Daralyn J. Durie
Shaelyn Dawson
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, CA 94105
(415) 268-7000
ddurie@mofo.com
sdawson@mofo.com

Erik J. Olson
MORRISON & FOERSTER LLP
755 Page Mill Road
Palo Alto, CA 94304
(650) 813-5600

/s/ Robert M. Vrana

Anne Shea Gaza (No. 4093)
Robert M. Vrana (No. 5666)
Daniel G. Mackrides (No. 7230)
Rodney Square
1000 North King Street
Wilmington, DE 19801
(302) 571-6600
agaza@ycst.com
rvrana@ycst.com
dmackrides@ycst.com

Attorneys for Defendant Arm Holdings plc

ejolson@mofo.com

Scott F. Llewellyn
MORRISON & FOERSTER LLP
4200 Republic Plaza
370 Seventeenth Street
Denver, CO 80202
(303) 592-2204
sllewellyn@mofo.com

Nicholas Rylan Fung
MORRISON & FOERSTER LLP
707 Wilshire Boulevard
Los Angeles, CA 90017
(213) 892-5348
nfung@mofo.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on September 5, 2025, a copy of the foregoing document was served on the counsel listed below in the manner indicated:

BY EMAIL

Jack B. Blumenfeld
Jennifer Ying
Travis Murray
MORRIS, NICHOLS, ARSHT
& TUNNELL LLP
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899
jblumenfeld@morrisnichols.com
jying@morrisnichols.com
tmurray@morrisnichols.com

Alan R. Silverstein
Sara Barry
CONNOLLY GALLAGHER LLP
1201 North Market Street, 20th Floor
Wilmington, DE 19801
asilverstein@connollygallagher.com
sbarry@connollygallagher.com

Karen L. Dunn
William A. Isaacson
Melissa F. Zappala
Erin J. Morgan
DUNN ISAACSON RHEE LLP
401 Ninth Street NW
Washington, DC 20004
kdunn@dirllp.com
wisaacson@dirllp.com
mzappala@dirllp.com
emorgan@dirllp.com

Richard S. Zembek
Norton Rose Fulbright US LLP
1550 Lamar Street, Suite 2000
Houston, TX 77010
richard.zembek@nortonrosefulbright.com

John Poulos

Ruby J. Garrett
Adam L. Basner
Eric C. Westerhold
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
2001 K Street, NW
Washington, DC 20006
rjgarrett@paulweis.com
abasner@paulweiss.com
ewesterhold@paulweiss.com

Catherine Nyarady
Jacob A. Braly
S. Conrad Scott
Jacob Apkon
Flint A. Patterson
Anish Desai
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
1285 Avenue of the Americas
New York, NY 10019
cnyarady@paulweiss.com
jbraly@paulweiss.com
scscott@paulweiss.com
japkon@paulweiss.com
fpatterson@paulweiss.com
adesai@paulweiss.com

Gregg Stephenson
PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
535 Mission Street, 25th Floor
San Francisco, CA 94105
gstephenson@paulweiss.com
grp-qcvarm@paulweiss.com

Norton Rose Fulbright US LLP
1045 W. Fulton Market
Suite 1200
Chicago, IL 60607
john.poulos@nortonrosefulbright.com

YOUNG CONAWAY STARGATT &
TAYLOR, LLP

/s/ Robert M. Vrana

Anne Shea Gaza (No. 4093)
Robert M. Vrana (No. 5666)
Daniel G. Mackrides (No. 7230)
Rodney Square
1000 North King Street
Wilmington, DE 19801
(302) 571-6600
agaza@ycst.com
rvrana@ycst.com
dmackrides@ycst.com

Attorneys for Defendant Arm Holdings plc